

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, August 27, 2019

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Joe Gunter

Councilmembers:

Scott Davis, District 1 - Tony Barrera, District 2

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

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

Ray E. Corpuz, Jr., City Manager

Christopher A. Callihan, City Attorney

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

PLEDGE OF ALLEGIANCE**ROLL CALL****ANNOUNCEMENT**

9-11 Memorial and Police Inspection Ceremony

PROCLAMATION

National Drug and Alcohol Awareness and Recovery Month, September 2019
Childhood Cancer Awareness Month, September 2019

PUBLIC COMMENT TIME RESTRICTIONS

Public comments generally are limited to two minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

GENERAL PUBLIC COMMENTS

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

CONSENT AGENDA

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

[ID#19-459](#)

Minutes

Recommendation: Approve minutes of August 13, 2019.

[ID#19-466](#)

Financial Claims

Recommendation: Approve financial claims report.

[ID#19-424](#)

2020 City Council Meeting Calendar

Recommendation: Approve the City Council meeting calendar for 2020.

[ID#19-436](#)

Direct Purchase of Body Armor for Firefighters

Recommendation: Approve a Resolution approving the direct purchase of Aardvark body armor and ballistic helmets for the Fire Department in the amount of \$96,173.21.

[ID#19-438](#)

Traffic Signal at North Main Street and Cherokee Drive Intersection

Recommendation: Approve a Resolution approving the plans and specifications for a traffic signal at the North Main Street and Cherokee Drive intersection; and approving a Memorandum of Understanding amendment with Salinas Shopping Center Associates Limited Partnership and Harden Ranch Plaza Associates for funding the design and the installation of a Traffic Signal at North Main Street and Cherokee Drive Intersection.

[ID#19-444](#) **Second Amendment to Agreement with Smith & Enright Landscape Services, Inc.**

Recommendation: Approve a Resolution approving the Second Amendment to the Agreement between the City of Salinas and Smith & Enright Landscape Services, Inc. for services related to the removal of unlawful campsites, bulky items, and personal property, associated with the City Cleanup Program Project, CIP 9068, and approve an appropriation of \$75,000 from General Fund to the City Cleanup Program CIP 9068.

[ID#19-448](#) **Purchase of 2019 F-650 5-7 Yard Dump Truck**

Recommendation: Approve a Resolution authorizing the direct purchase of one Ford F-650 Dump Truck from Salinas Valley Ford Truck Company in Salinas, CA at a total cost of \$81,003.49.

[ID#19-449](#) **Seatec Underground Utilities, Inc. Lease Amendment No.1**

Recommendation: Approve a Resolution approving Amendment No. 1 to the ground lease between the City of Salinas and Seatec Underground Utilities, Inc. at the Salinas Municipal Airport.

[ID#19-455](#) **California Public Utilities Commission Grant Award**

Recommendation: Approve a Resolution approving a grant award from the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF) grant award in the amount of \$50,783 and authorize execution of all related grant acceptance documents.

[ID#19-460](#) **Amendment No. 1 to Lease of City Property - Parking Lots 6 and 17**

Recommendation: Approve a Resolution approving Amendment No. 1 to the Lease of City Property between the City of Salinas and the County of Monterey.

[ID#19-462](#) **“No Parking” Red Zones at the intersection of Cherokee Drive and Madrid Street**

Recommendation: Approve a Resolution establishing 35 feet of "No Parking" Red Zones at the intersection of Cherokee Drive and Madrid Street to provide sufficient corner sight distance.

[ID#19-464](#) **On-Call Job Order Contract for Sidewalk Improvements**

Recommendation: Approve a Resolution rejecting all bids received for the On-Call Job Order Contract for Sidewalk Improvements, and authorizing the issuance of invitation to re-bid, with bids to be opened on October 8th, 2019.

[ID#19-468](#) **Response to 2018-2019 Monterey County Civil Grand Jury Final Report - “Rape Kit Processing in Monterey County”**

Recommendation: Authorize the Mayor to sign a letter responding to the findings and the recommendations in the 2018-2019 Monterey County Civil Grand Jury Final Report regarding "Rape Kit Processing in Monterey County."

[ID#19-471](#) **Direct Purchase off 160 iPhone XR for Salinas Police Personnel**

Recommendation: Approve a Resolution authorizing the direct purchase of 160 iPhone X R Cellular Phones for Salinas Police Department Personnel.

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.

CLOSED SESSION

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

[ID#19-467](#)

- a. **Existing Litigation** - Government Code section §54956.9(a), conference with legal counsel regarding *Frank David Homet v. Monterey-Salinas Transit District, et. al*, before the Superior Court of California, County of Monterey, case number 18CV000426.
- b. **Labor Negotiations** - Government Code section §54957.6, with its designated labor representatives Ray Corpuz, City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Matt Pressey, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Human Resource Analyst; and Donna Williamson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Management Employees, Confidential Non-Management Employees and Department Directors.

ADJOURNMENT

Patricia M. Barajas, City Clerk

AGENDA MATERIAL / ADDENDUM

ANY ADDENDUMS WILL BE POSTED WITHIN 72 HOURS OF REGULAR MEETINGS OR 24 HOURS OF SPECIAL MEETINGS, UNLESS OTHERWISE ALLOWED UNDER THE BROWN ACT.

CITY COUNCIL REPORTS MAY BE VIEWED AT THE SALINAS CITY CLERK'S OFFICE, 200 LINCOLN AVENUE, SALINAS, AND ARE POSTED ON THE CITY'S WEBSITE AT WWW.CITYOFSALINAS.ORG ON THE THURSDAY BEFORE THE MEETING. PUBLIC MATERIAL FOR OPEN CITY COUNCIL MEETINGS, THAT IS DISTRIBUTED TO THE MAJORITY OF THE CITY COUNCIL LESS THAN 72 HOURS BEFORE THE MEETING, MAY BE VIEWED AT THE CITY CLERK'S OFFICE. THE CITY COUNCIL MAY TAKE ACTION THAT IS DIFFERENT THAN THE PROPOSED ACTION REFLECTED ON THE AGENDA.

DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, MAY BE REQUESTED BY ANY PERSON WITH A DISABILITY WHO REQUIRES A MODIFICATION OR ACCOMMODATION IN ORDER TO PARTICIPATE IN THE MEETING. REQUESTS SHOULD BE REFERRED TO THE CITY CLERK'S OFFICE AT 200 LINCOLN AVENUE, SALINAS, 758-7381, AS SOON AS POSSIBLE BUT BY NO LATER THAN 5 P.M. OF THE LAST BUSINESS DAY PRIOR TO THE MEETING. HEARING IMPAIRED OR TTY/TDD TEXT TELEPHONE USERS MAY CONTACT THE CITY BY DIALING 711 FOR THE CALIFORNIA RELAY SERVICE (CRS) OR BY TELEPHONING ANY OTHER SERVICE PROVIDERS' CRS TELEPHONE NUMBER.

PUBLIC NOTIFICATION

This agenda was posted on August 22, 2019 at the City Clerk's Office, in the Council Rotunda, and the City's website.

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



City of Salinas

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CA 93901
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Legislation Text

File #: ID#19-459, **Version:** 1

Minutes

Approve minutes of August 13, 2019.



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Legislation Text

File #: ID#19-466, **Version:** 1

Financial Claims

Approve financial claims report.

City of Salinas

Claim Check Report #433387-433656

From Payment Date: 6/28/2019 - To Payment Date: 8/6/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433387	07/31/2019	Open	ABAG Power Purchasing Pool	\$22,120.00
433388	07/31/2019	Open	Alco Water	\$1,755.65
433389	07/31/2019	Open	Monterra Ranch Of Monterey Home Owner's Associatio	\$1,880.00
433390	07/31/2019	Open	Tehama Golf Club LLC	\$1,800.00
433391	08/02/2019	Open	Alco Water	\$21,473.17
433392	08/06/2019	Open	APWA National Headquarters	\$20.00
433393	08/06/2019	Open	Bianca Navarro	\$34.00
433394	08/06/2019	Open	James Godwin	\$46.57
433395	08/06/2019	Open	Jamie Tugel	\$91.60
433396	08/06/2019	Open	Juliane Sharpe	\$313.50
433397	08/06/2019	Open	Melanie Coffin	\$313.50
433398	08/06/2019	Open	Patrick Haney	\$708.50
433399	08/06/2019	Open	Rosa Quintero	\$313.50
433400	08/06/2019	Open	South Bay Regional Public Safety	\$340.00
433401	08/06/2019	Open	Sylvia Enriquez	\$46.00
433402	08/06/2019	Open	Ulises Carrango	\$24.75
433403	08/06/2019	Open	Alejandro Zamora	\$51.00
433404	08/06/2019	Open	Angel Gonzalez	\$133.97
433405	08/06/2019	Open	California Narcotics Officers' Association	\$45.00
433406	08/06/2019	Open	Cassandra Arias	\$282.84
433407	08/06/2019	Open	Fabian Barajas	\$24.75
433408	08/06/2019	Open	Gabriela Contreras	\$51.00
433409	08/06/2019	Open	Gavin Leavitt	\$150.00
433410	08/06/2019	Open	Leslie Sterian	\$74.00
433411	08/06/2019	Open	Alliant Insurance Services, Inc.	\$16,645.13
433412	08/06/2019	Open	American Supply Company	\$2,738.66
433413	08/06/2019	Open	Amorim Enterprises Inc dba Pizza Factory	\$47.96
433414	08/06/2019	Open	Andrew McLaughlin	\$100.00
433415	08/06/2019	Open	B & H Foto & Electronics Corp	\$2,324.73
433416	08/06/2019	Open	Bay Reprographic Supply	\$3,671.51
433417	08/06/2019	Open	Brent DeBorde	\$88.75
433418	08/06/2019	Open	Brodart Company	\$207.07
433419	08/06/2019	Open	Bruce Bush	\$100.00
433420	08/06/2019	Open	Cadence Team, LLC	\$54,114.00
433421	08/06/2019	Open	California Towing and Transport	\$281.25
433422	08/06/2019	Open	California Water Service	\$715.24
433423	08/06/2019	Open	Candi Swinscoe	\$100.00
433424	08/06/2019	Open	Carlos A Esquivel DbA Jacobs Maintenance Services	\$200.00
433425	08/06/2019	Open	Cassie McSorley	\$100.00
433426	08/06/2019	Open	Chris Swinscoe	\$100.00
433427	08/06/2019	Open	Cintas	\$1,152.71

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Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433428	08/06/2019	Open	Comcast (Business)	\$364.55
433429	08/06/2019	Open	Comcast (Business)	\$353.99
433430	08/06/2019	Open	Comcast (Business)	\$106.23
433431	08/06/2019	Open	Commercial Truck Company	\$196.93
433432	08/06/2019	Open	Craig Fairbanks	\$100.00
433433	08/06/2019	Open	CSAC Excess Insurance Authority	\$331,532.00
433434	08/06/2019	Open	CSC Of Salinas	\$285.15
433435	08/06/2019	Open	Dale's Glass Shop Inc	\$293.81
433436	08/06/2019	Open	Daniel David Green	\$100.00
433437	08/06/2019	Open	Daniele Brothers Inc dba Dales Glass Shop	\$238.75
433438	08/06/2019	Open	Dave Shaw	\$100.00
433439	08/06/2019	Open	Davgp, Inc. dba Salinas Valley Tire	\$57.59
433440	08/06/2019	Open	David L Crabill	\$100.00
433441	08/06/2019	Open	David Yates	\$100.00
433442	08/06/2019	Open	Dick Adams Automotive	\$1,588.73
433443	08/06/2019	Open	Dino Bardoni	\$100.00
433444	08/06/2019	Open	Direct TV LLC	\$136.23
433445	08/06/2019	Open	Don Chapin Inc	\$50.00
433446	08/06/2019	Open	Donald Cline	\$100.00
433447	08/06/2019	Open	Edwards Truck Center Inc	\$470.24
433448	08/06/2019	Open	En Pointe Technologies Sales LLC	\$2,479.38
433449	08/06/2019	Open	First Alarm	\$276.54
433450	08/06/2019	Open	Fred D Jr Hardee	\$4,702.30
433451	08/06/2019	Open	Gabriel Hernandez	\$100.00
433452	08/06/2019	Open	Gerry Davis	\$100.00
433453	08/06/2019	Open	Golden State Emergency Vehicle Service Inc	\$2,768.46
433454	08/06/2019	Open	Golden State Truck and Trailer Repair	\$4,268.57
433455	08/06/2019	Open	Granite Construction Company	\$27,029.92
433456	08/06/2019	Open	Granite Rock Co	\$2,003.63
433457	08/06/2019	Open	Green Line Liquid Waste Haulers	\$920.00
433458	08/06/2019	Open	Green Rubber Kennedy Ag	\$407.37
433459	08/06/2019	Open	Heath Johnson	\$100.00
433460	08/06/2019	Open	Henry Gomez	\$100.00
433461	08/06/2019	Open	Hydro Turf	\$162.47
433462	08/06/2019	Open	Identifix Inc.	\$1,428.00
433463	08/06/2019	Open	Ingram Book Company	\$415.99
433464	08/06/2019	Open	International Assoc Of Fire Chiefs Inc	\$260.00
433465	08/06/2019	Open	Interstate Battery System Inc	\$187.75
433466	08/06/2019	Open	Jeff Gibson	\$100.00
433467	08/06/2019	Open	Jeffrey Paul Lofton	\$90.94
433468	08/06/2019	Open	Jesse Pinon	\$100.00

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General Account - General Account				
<u>Check</u>				
433469	08/06/2019	Open	Jesus Orozco	\$100.00
433470	08/06/2019	Open	Jim Clark	\$100.00
433471	08/06/2019	Open	Joaquin Vasquez DbA Rose Backflow Services	\$75.00
433472	08/06/2019	Open	John Avery	\$100.00
433473	08/06/2019	Open	Johnson Associates	\$502.55
433474	08/06/2019	Open	Jonathan Barnes	\$100.00
433475	08/06/2019	Open	Jonathan Smith	\$100.00
433476	08/06/2019	Open	Jose Luis Corral dba Salinas Pizza	\$232.31
433477	08/06/2019	Open	Jose R Mendoza DbA Green View Landscaping	\$1,500.00
433478	08/06/2019	Open	Julio Gil dba Central Coast Sign and Design	\$95.00
433479	08/06/2019	Open	K9 Ambassador Inc.	\$350.00
433480	08/06/2019	Open	Kelly-Moore Paint Company	\$534.81
433481	08/06/2019	Open	Kenneth Bough	\$25.00
433482	08/06/2019	Open	Lance Miraco	\$100.00
433483	08/06/2019	Open	LiftOff, LLC	\$935.00
433484	08/06/2019	Open	Long Valley Leasing	\$4,021.17
433485	08/06/2019	Open	Manuel Perrien	\$100.00
433486	08/06/2019	Open	Maria Teresa Heffington	\$100.00
433487	08/06/2019	Open	Mark Freedman	\$100.00
433488	08/06/2019	Open	Mark Putnam	\$100.00
433489	08/06/2019	Open	Martin Persijn	\$100.00
433490	08/06/2019	Open	Michael Groves	\$100.00
433491	08/06/2019	Open	Midwest Tape, LLC dba Midwest Tape	\$632.15
433492	08/06/2019	Open	Millennium Charter High School	\$1,220.00
433493	08/06/2019	Open	Monterey Coast Brewing Company	\$116.90
433494	08/06/2019	Open	Monterey County Petroleum	\$129.66
433495	08/06/2019	Open	Monterey Sanitary Supply Inc Altius Medical	\$320.00
433496	08/06/2019	Open	Napa Auto Parts	\$836.22
433497	08/06/2019	Open	Neil Herrier	\$100.00
433498	08/06/2019	Open	Neopost	\$464.31
433499	08/06/2019	Open	New Image Landscape Company	\$360.00
433500	08/06/2019	Open	Norcliff Wiley	\$100.00
433501	08/06/2019	Open	Office Depot Business Service Division	\$1,478.19
433502	08/06/2019	Open	Owen Equipment Sales	\$1,315.42
433503	08/06/2019	Open	Pacific Gas and Electric Company	\$320.11
433504	08/06/2019	Open	Pacific Truck Parts Inc	\$392.32
433505	08/06/2019	Open	Pape Machinery, Inc.	\$2,229.35
433506	08/06/2019	Open	Patricia Meraz	\$193.80
433507	08/06/2019	Open	Pedro C Estrada DbA Estrada Janitorial Service	\$425.00
433508	08/06/2019	Open	Pinnacle Medical Group Inc	\$310.00
433509	08/06/2019	Open	Praxair	\$71.42

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General Account - General Account				
<u>Check</u>				
433510	08/06/2019	Open	Public Agency Risk Management Association	\$150.00
433511	08/06/2019	Open	Quality Water Enterprises	\$574.83
433512	08/06/2019	Open	Recorded Books	\$90.52
433513	08/06/2019	Open	Richard Maldonado	\$100.00
433514	08/06/2019	Open	Ricky Williams	\$100.00
433515	08/06/2019	Open	Robert Eggers	\$100.00
433516	08/06/2019	Open	Robert Eggleston	\$100.00
433517	08/06/2019	Open	Russell Auria Pest Control Services	\$98.00
433518	08/06/2019	Open	Safety-Kleen Corp	\$2,394.97
433519	08/06/2019	Open	Salinas Radiator Shop	\$150.00
433520	08/06/2019	Open	Salinas Valley Ford Inc	\$286.65
433521	08/06/2019	Open	Score American Soccer Company	\$3,820.74
433522	08/06/2019	Open	Scott Tyler	\$100.00
433523	08/06/2019	Open	Sheldon Bryan	\$100.00
433524	08/06/2019	Open	Simon Jimenez	\$100.00
433525	08/06/2019	Open	Smart and Final Iris	\$102.44
433526	08/06/2019	Open	Smith and Enright Landscaping	\$4,291.20
433527	08/06/2019	Open	Smokey Key Service	\$171.60
433528	08/06/2019	Open	Steven Furtado	\$100.00
433529	08/06/2019	Open	Summit Uniform	\$1,620.18
433530	08/06/2019	Open	Suzanne Cottle-Gavalla	\$100.00
433531	08/06/2019	Open	Target Pest Control	\$130.00
433532	08/06/2019	Open	Taylor Logistics Company LLC dba Farm Fresh Deli	\$645.50
433533	08/06/2019	Open	TEC Equipment, Inc.	\$500.20
433534	08/06/2019	Open	Terry Gerhardstein	\$100.00
433535	08/06/2019	Open	Thomas Luzod	\$100.00
433536	08/06/2019	Open	Todd Swinscoe	\$100.00
433537	08/06/2019	Open	Tracy Molfino	\$100.00
433538	08/06/2019	Open	Tri County Fire Protection	\$640.00
433539	08/06/2019	Open	Trowbridge Enterprises dba Palace Art and Office S	\$1,277.79
433540	08/06/2019	Open	United Parcel Service	\$48.72
433541	08/06/2019	Open	United Site Services	\$218.65
433542	08/06/2019	Open	V & S Auto Care, Inc. dba One Stop Auto Care	\$270.00
433543	08/06/2019	Open	Valley Saw Shop	\$86.31
433544	08/06/2019	Open	Verizon Wireless	\$2,907.66
433545	08/06/2019	Open	Verizon Wireless	\$581.01
433546	08/06/2019	Open	Verizon Wireless	\$268.38
433547	08/06/2019	Open	Verizon Wireless	\$2,017.03
433548	08/06/2019	Open	Vicky Burnett	\$100.00
433549	08/06/2019	Open	Victoria Gray	\$100.00
433550	08/06/2019	Open	W W Grainger Inc	\$2,097.62

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General Account - General Account				
<u>Check</u>				
433551	08/06/2019	Open	Wayne Lager dba LPS Tactical & Personal Security	\$872.00
433552	08/06/2019	Open	Wayne Vance	\$100.00
433553	08/06/2019	Open	West Safety Services, Inc.	\$4,230.00
433554	08/06/2019	Open	Worldpac	\$39.68
433555	08/06/2019	Open	Pablo Morales Rico	\$71.00
433556	06/28/2019	Open	Anne T Coffey	\$1,563.00
433557	06/28/2019	Open	Bogard Construction	\$1,563.00
433558	06/28/2019	Open	Bolsa Knolls Middle School	\$29.94
433559	06/28/2019	Open	CANNACRUZ, Inc	\$1,563.00
433560	06/28/2019	Open	Casa Verde Vending & Management	\$1,563.00
433561	06/28/2019	Open	Cathy Haas	\$75.00
433562	06/28/2019	Open	Craft Design-Build	\$303.00
433563	06/28/2019	Open	Creative Dance and Movement	\$229.96
433564	06/28/2019	Open	CSI Construction	\$303.00
433565	06/28/2019	Open	CSI Construction	\$1,563.00
433566	06/28/2019	Open	Gavilan View Middle School	\$9.00
433567	06/28/2019	Open	Graycor Construction	\$1,563.00
433568	06/28/2019	Open	Graycor Construction	\$303.00
433569	06/28/2019	Open	Heartland Retail Construction Inc	\$1,563.00
433570	06/28/2019	Open	Horizon Retail Construction	\$1,563.00
433571	06/28/2019	Open	Interim, Inc	\$427.37
433572	06/28/2019	Open	Jose Castillo	\$174.00
433573	06/28/2019	Open	Julio Perez	\$1,563.00
433574	06/28/2019	Open	Justin Wood C/O Sol-Tek Industries	\$303.00
433575	06/28/2019	Open	Justin Wood C/O Zumwalt Construction Inc.	\$606.00
433576	06/28/2019	Open	Lois Roach	\$75.00
433577	06/28/2019	Open	Maria Sells	\$174.00
433578	06/28/2019	Open	Mark Russell	\$4,689.00
433579	06/28/2019	Open	Mark Sappenfield	\$1,563.00
433580	06/28/2019	Open	Menemsha Development Group	\$1,563.00
433581	06/28/2019	Open	Mike Giroth c/o CSI Construction	\$303.00
433582	06/28/2019	Open	Rod Bane	\$1,563.00
433583	06/28/2019	Open	Salinas School of Dance	\$17.94
433584	06/28/2019	Open	SSB Construction	\$1,563.00
433585	06/28/2019	Open	Steel Bonnet Brewing, LLC	\$4,234.00
433586	06/28/2019	Open	The Roman Catholic Bishop of Monterey	\$1,563.00
433587	06/28/2019	Open	Tri-North Builders	\$1,563.00
433588	06/28/2019	Open	Vance Jason c/o Sunrun Installation	\$133.30
433589	06/28/2019	Open	Vince Solbes	\$1,563.00
433590	06/28/2019	Open	Hub International Insurance Services Inc.	\$2,797.82
433591	06/30/2019	Open	Alameda Electrical Distributors	\$1,046.33

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Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433592	06/30/2019	Open	Amazon.Com	\$498.11
433593	06/30/2019	Open	American Supply Company	\$6,508.45
433594	06/30/2019	Open	Analgesic Services Inc	\$204.50
433595	06/30/2019	Open	Animal Health Center	\$2,168.50
433596	06/30/2019	Open	Bear Electrical Solutions Inc	\$85.00
433597	06/30/2019	Open	Bode Cellmark Forensics, Inc	\$5,180.00
433598	06/30/2019	Open	California Towing and Transport	\$95,142.70
433599	06/30/2019	Open	California Towing and Transport	\$220.00
433600	06/30/2019	Open	Central Valley Toxicology Inc	\$125.00
433601	06/30/2019	Open	Copymat	\$261.53
433602	06/30/2019	Open	County of Monterey Information Technology Dept	\$5,075.54
433603	06/30/2019	Open	Davgp, Inc. dba Salinas Valley Tire	\$553.11
433604	06/30/2019	Open	Debi-Ann Watanabe	\$475.00
433605	06/30/2019	Open	Della Mora Heating and Sheet Metal and Air Condi	\$1,620.04
433606	06/30/2019	Open	Dennis Shea	\$250.00
433607	06/30/2019	Open	East Bay Tire Company	\$139.75
433608	06/30/2019	Open	Edges Electrical Group, LLC	\$23.46
433609	06/30/2019	Open	Employment Development Department	\$8,481.00
433610	06/30/2019	Open	Evident	\$324.00
433611	06/30/2019	Open	Fed Ex	\$98.48
433612	06/30/2019	Open	Fed Ex	\$162.38
433613	06/30/2019	Open	First American Title Insurance Company	\$395.00
433614	06/30/2019	Open	Government Revenue Solutions Holdings LLC dba Aven	\$9.80
433615	06/30/2019	Open	Griffin Carpet, Inc. dba Wheeler's Flooring	\$4,975.00
433616	06/30/2019	Open	Harris and Associates	\$7,132.50
433617	06/30/2019	Open	Ingram Book Company	\$9.70
433618	06/30/2019	Open	Jack Davenport Sweeping Services	\$5,130.72
433619	06/30/2019	Open	Jesse And Evan Inc dba La Plaza Bakery	\$208.24
433620	06/30/2019	Open	Jose Guevara dba Star Tune	\$234.95
433621	06/30/2019	Open	Kimley Horn And Assoc Inc	\$24,221.70
433622	06/30/2019	Open	Kirtley Overhead Doors	\$2,786.50
433623	06/30/2019	Open	Kysmet Security & Patrol	\$2,340.00
433624	06/30/2019	Open	Landset Engineers Inc	\$1,208.00
433625	06/30/2019	Open	McGilloway, Ray, Brown and Kaufman	\$6,000.00
433626	06/30/2019	Open	Midwest Tape, LLC dba Midwest Tape	\$112.23
433627	06/30/2019	Open	Monterey County Animal Services Program	\$7,535.00
433628	06/30/2019	Open	Monterey County Health Department	\$8,325.00
433629	06/30/2019	Open	Monterey County Probation Department	\$1,608.10
433630	06/30/2019	Open	Monterey Transfer and Storage Inc	\$7.50
433631	06/30/2019	Open	Moore Iacofano Goltsman - MIG	\$25,125.15
433632	06/30/2019	Open	MP Express	\$577.17

City of Salinas

Claim Check Report #433387-433656

From Payment Date: 6/28/2019 - To Payment Date: 8/6/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433633	06/30/2019	Open	Municipal Maintenance Equipment dba MME	\$797.50
433634	06/30/2019	Open	Napa Auto Parts	\$89.04
433635	06/30/2019	Open	National Development Council	\$5,833.33
433636	06/30/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$1,318.36
433637	06/30/2019	Open	PARS Retirement Services	\$300.00
433638	06/30/2019	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$700.00
433639	06/30/2019	Open	Peninsula Messenger, LLC	\$210.00
433640	06/30/2019	Open	Praxair	\$130.98
433641	06/30/2019	Open	Rabobank N.A	\$50.46
433642	06/30/2019	Open	Ramundsen Superior Holdings, LLC dba Superior LLC	\$2,360.00
433643	06/30/2019	Open	Recorded Books	\$115.58
433644	06/30/2019	Open	Romie Lane Pet Hospital	\$2,300.80
433645	06/30/2019	Open	S.P.C.A. Spay/Neuter Fund	\$75.00
433646	06/30/2019	Open	Salinas Valley Solid Waste Authority	\$1,685.11
433647	06/30/2019	Open	San Lorenzo Lumber	\$635.54
433648	06/30/2019	Open	Star Sanitation Services	\$215.03
433649	06/30/2019	Open	The Michelson Found Animals Foundation, Inc.	\$2,786.24
433650	06/30/2019	Open	U.S. Bank National Association ND	\$437.35
433651	06/30/2019	Open	Vegetable Growers Supply Company	\$229.51
433652	06/30/2019	Open	W W Grainger Inc	\$335.27
433653	06/30/2019	Open	Wald, Ruhnke & Dost Architects, LLP	\$2,280.63
433654	06/30/2019	Open	Wallace Group A California Corporation	\$55,241.34
433655	06/30/2019	Open	Xtelesis Corporation	\$141.97
433656	06/30/2019	Open	Pet Specialists of Monterey	\$80.00
Type Check Totals:				\$917,023.71
General Account - General Account Totals				

City of Salinas

Claim Checks #433657-433801

From Payment Date: 8/13/2019 - To Payment Date: 8/13/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433657	08/13/2019	Open	Ana Medrano	\$51.00
433658	08/13/2019	Open	Angeline Sickler	\$31.25
433659	08/13/2019	Open	City Of Carmel By The Sea	\$25.00
433660	08/13/2019	Open	Eulalio Villegas	\$422.50
433661	08/13/2019	Open	Fernanda Ocana	\$37.00
433662	08/13/2019	Open	James Godwin	\$645.75
433663	08/13/2019	Open	Jeffrey Arensdorf	\$74.00
433664	08/13/2019	Open	Jose Arreola	\$165.80
433665	08/13/2019	Open	Kimberly Styles	\$51.00
433666	08/13/2019	Open	Margarita Medina-Romero	\$482.68
433667	08/13/2019	Open	Anthony Avila	\$334.50
433668	08/13/2019	Open	CNOA	\$45.00
433669	08/13/2019	Open	Daniel Garcia	\$334.50
433670	08/13/2019	Open	Diosefe Lantaca	\$102.00
433671	08/13/2019	Open	John Falkenberg	\$252.00
433672	08/13/2019	Open	Sheriff's Advisory Council	\$180.00
433673	08/13/2019	Open	A1 Autobody (Guthrie Enterprise Inc)	\$2,833.25
433674	08/13/2019	Open	Alco Water	\$1,518.85
433675	08/13/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$58.50
433676	08/13/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$156.10
433677	08/13/2019	Open	All Pets Hospital	\$156.95
433678	08/13/2019	Open	Alliant Insurance Services, Inc.	\$322,575.34
433679	08/13/2019	Open	Amazon.Com	\$373.30
433680	08/13/2019	Open	Amber Brady	\$52.00
433681	08/13/2019	Open	American Supply Company	\$1,935.45
433682	08/13/2019	Open	B & H Foto & Electronics Corp	\$160.27
433683	08/13/2019	Open	Boots Road Group LLC	\$2,933.00
433684	08/13/2019	Open	CABLExpress Corporation dba CXtec	\$3,331.04
433685	08/13/2019	Open	California Association for Local Economic Developm	\$1,318.53
433686	08/13/2019	Open	California Water Service	\$47,023.26
433687	08/13/2019	Open	Callyo 2009 Corp	\$3,900.00
433688	08/13/2019	Open	Canon Solutions America Inc	\$401.29
433689	08/13/2019	Open	Car Tech Auto Collision and Glass Inc	\$96.65
433690	08/13/2019	Open	Carlos A Esquivel DbA Jacobs Maintenance Services	\$10,270.00
433691	08/13/2019	Open	CDW-G	\$52,786.37
433692	08/13/2019	Open	Central Coast YMCA	\$13,750.00
433693	08/13/2019	Open	Charlie D. Zarza	\$182.00
433694	08/13/2019	Open	Cintas	\$147.28
433695	08/13/2019	Open	CMS Communication Inc	\$1,660.60
433696	08/13/2019	Open	Coast Automotive Warehouse Inc	\$21.81
433697	08/13/2019	Open	Comcast (Business)	\$191.23

City of Salinas

Claim Checks #433657-433801

From Payment Date: 8/13/2019 - To Payment Date: 8/13/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433698	08/13/2019	Open	Commercial Truck Company	\$533.70
433699	08/13/2019	Open	Control Tech West, Inc dba CT West, Inc	\$9,504.76
433700	08/13/2019	Open	CSC Of Salinas	\$19.13
433701	08/13/2019	Open	Davgp, Inc. dba Salinas Valley Tire	\$98.19
433702	08/13/2019	Open	Della Mora Heating and Sheet Metal and Air Conditi	\$1,818.05
433703	08/13/2019	Open	Deluxe Small Business Sales Inc	\$164.64
433704	08/13/2019	Open	Dilbeck And Sons	\$1,940.00
433705	08/13/2019	Open	East Bay Tire Company	\$29.92
433706	08/13/2019	Open	Edges Electrical Group, LLC	\$813.90
433707	08/13/2019	Open	Edilcia Perez dba Ella Fitness	\$666.25
433708	08/13/2019	Open	Emergency Vehicle Specialists, Inc.	\$4,937.19
433709	08/13/2019	Open	Ernesto Sanchez	\$300.00
433710	08/13/2019	Open	Fabrisce De La Luz dba Rhino Linings of Salinas	\$535.00
433711	08/13/2019	Open	Fastenal Company	\$1,466.78
433712	08/13/2019	Open	First Alarm Security and Patrol Inc	\$1,540.00
433713	08/13/2019	Open	Fort Ord Reuse Authority	\$14,000.00
433714	08/13/2019	Open	Franklin Keith Dornan dba Sudden Impact Mobile	\$180.00
433715	08/13/2019	Open	Fresno Oxygen & Welding Suppliers, Inc.	\$148.23
433716	08/13/2019	Open	Granite Construction Company	\$20,807.71
433717	08/13/2019	Open	Granite Rock Co	\$2,065.36
433718	08/13/2019	Open	Green Rubber Kennedy Ag	\$36.71
433719	08/13/2019	Open	Green Valley Industrial Supply	\$117.80
433720	08/13/2019	Open	Herc Rentals Inc.	\$273.13
433721	08/13/2019	Open	Hydro Turf	\$450.67
433722	08/13/2019	Open	International Code Council	\$3,667.65
433723	08/13/2019	Open	Interstate Battery System Inc	\$27.31
433724	08/13/2019	Open	James J Klimas Dbk Klimas Janitorial Services	\$1,700.00
433725	08/13/2019	Open	John D & Sherry Chandler dba Chandler Performance	\$597.20
433726	08/13/2019	Open	Jose Guevara dba Star Tune	\$1,569.82
433727	08/13/2019	Open	Jose Luis Corral dba Salinas Pizza	\$749.32
433728	08/13/2019	Open	L.C. Action	\$3,088.50
433729	08/13/2019	Open	Laser Technology Inc.	\$1,524.04
433730	08/13/2019	Open	Lehr Auto Electric	\$1,421.69
433731	08/13/2019	Open	LexisNexis Risk Data Management Inc Accurint Acct	\$79.35
433732	08/13/2019	Open	Makai Solutions	\$865.00
433733	08/13/2019	Open	Miguel Milla-Leon dba Andersen's Lock and Safe	\$91.50
433734	08/13/2019	Open	Mike Andresen	\$832.00
433735	08/13/2019	Open	Mission Uniform Service	\$235.41
433736	08/13/2019	Open	Monterey Coast Brewing Company	\$163.94
433737	08/13/2019	Open	Monterey County Health Department	\$442.50
433738	08/13/2019	Open	Monterey County Petroleum	\$50,986.80

City of Salinas

Claim Checks #433657-433801

From Payment Date: 8/13/2019 - To Payment Date: 8/13/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433739	08/13/2019	Open	Monterey One Water	\$52,611.60
433740	08/13/2019	Open	Monterey Transfer and Storage Inc	\$256.70
433741	08/13/2019	Open	Moore Wallace dba RR Donnelley	\$587.04
433742	08/13/2019	Open	Motorola Solutions, Inc	\$908.20
433743	08/13/2019	Open	Municipal Code Corporation	\$745.40
433744	08/13/2019	Open	MWI Veterinary Supply Company	\$3,810.89
433745	08/13/2019	Open	My Chevrolet	\$869.29
433746	08/13/2019	Open	Napa Auto Parts	\$2,378.05
433747	08/13/2019	Open	New Image Landscape Company	\$150.00
433748	08/13/2019	Open	O'Reilly Auto Parts	\$105.96
433749	08/13/2019	Open	Office Depot Business Service Division	\$1,343.85
433750	08/13/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$2,901.76
433751	08/13/2019	Open	Owen Equipment Sales	\$656.49
433752	08/13/2019	Open	Pacific Coast Battery Service Inc	\$143.34
433753	08/13/2019	Open	Pacific Gas and Electric Company	\$1,428.46
433754	08/13/2019	Open	Pacific Products and Services LLC	\$184.27
433755	08/13/2019	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$9,400.00
433756	08/13/2019	Open	Peninsula Messenger, LLC	\$210.00
433757	08/13/2019	Open	Pinnacle Medical Group Inc	\$1,186.00
433758	08/13/2019	Open	Praxair	\$319.03
433759	08/13/2019	Open	Precision Auto Body And Paint	\$1,557.33
433760	08/13/2019	Open	Preferred Alliance Inc.	\$3,450.56
433761	08/13/2019	Open	Professional Police Supply, Inc dba Adamson Police	\$28,998.72
433762	08/13/2019	Open	Pure Water	\$37.25
433763	08/13/2019	Open	Quinn Company	\$630.35
433764	08/13/2019	Open	Rabobank N.A	\$59,813.33
433765	08/13/2019	Open	RDO Equipment Company	\$1,245.27
433766	08/13/2019	Open	RELX Inc. dba LexisNexis, Division of RELX Inc.	\$924.00
433767	08/13/2019	Open	Rene Parra Db a Rene Extrem Team Martial Arts	\$598.00
433768	08/13/2019	Open	Rexel USA, Inc dba Platt Electric Supply	\$103.78
433769	08/13/2019	Open	Russell Auria Pest Control Services	\$95.00
433770	08/13/2019	Open	Salinas Valley Ford Inc	\$2,772.76
433771	08/13/2019	Open	Salinas Valley Solid Waste Authority	\$5,137.76
433772	08/13/2019	Open	Same Day Shred	\$32.50
433773	08/13/2019	Open	Scarr Moving and Storage	\$840.00
433774	08/13/2019	Open	Shred-It US JV LLC dba Shred-It USA LLC	\$411.28
433775	08/13/2019	Open	Smart and Final Iris	\$1,909.63
433776	08/13/2019	Open	Smith and Enright Landscaping	\$11,475.38
433777	08/13/2019	Open	Smokey Key Service	\$3,393.30
433778	08/13/2019	Open	Sport Supply Group Inc dba BSN Sports	\$217.41
433779	08/13/2019	Open	State of California Dept of Cosumer Affairs	\$50.00

City of Salinas

Claim Checks #433657-433801

From Payment Date: 8/13/2019 - To Payment Date: 8/13/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433780	08/13/2019	Open	Super Seer Corporation	\$5,448.80
433781	08/13/2019	Open	Target Pest Control	\$295.00
433782	08/13/2019	Open	The Bank Of New York Mellon	\$4,033.30
433783	08/13/2019	Open	Thomas J. Bettencourt dba Hard Drive Graphics	\$4,858.43
433784	08/13/2019	Open	Val's Plumbing & Heating Inc	\$965.47
433785	08/13/2019	Open	Valley Fabrication Inc	\$963.34
433786	08/13/2019	Open	Valley Saw Shop	\$2,225.17
433787	08/13/2019	Open	Vals Plumbing and Heating Inc	\$463.30
433788	08/13/2019	Open	Veritiv Operating Company Formerly xpedx	\$716.32
433789	08/13/2019	Open	Verizon Wireless	\$50.54
433790	08/13/2019	Open	Verizon Wireless	\$4,707.45
433791	08/13/2019	Open	Veterinary Emergency and Specialty Center	\$295.79
433792	08/13/2019	Open	Voyager	\$1,045.54
433793	08/13/2019	Open	W W Grainger Inc	\$1,134.09
433794	08/13/2019	Open	W&M Marketing Group Inc dba B-Imprinted Branding	\$854.03
433795	08/13/2019	Open	Water Tech	\$525.00
433796	08/13/2019	Open	Williams Scotsman, Inc.	\$448.54
433797	08/13/2019	Open	Casandra Arias	\$20.59
433798	08/13/2019	Open	Leslie Sterian	\$34.22
433799	08/13/2019	Open	Syanne Baker	\$41.20
433800	08/13/2019	Open	Central Coast Federal Credit Union	\$33,375.00
433801	08/13/2019	Open	Vantagepoint Transfer Agents/457 c/o M&T Bank	\$20,000.00
Type Check Totals:				\$887,947.26
General Account - General Account Totals				

City of Salinas

Claim Check Report 433802-433973

From Payment Date: 6/28/2019 - To Payment Date: 8/20/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433802	08/15/2019	Open	Alco Water	\$18,480.63
433803	08/15/2019	Open	Merrill Lynch, Pierce, Fenner & Smith, Inc.	\$4,788.34
433804	08/15/2019	Open	Tehama Golf Club LLC	\$1,800.00
433805	06/28/2019	Open	CannaCruz, Inc	\$675.00
433806	06/28/2019	Open	Salinas School of Dance	\$35.94
433807	06/30/2019	Open	Amazon.Com	\$670.83
433808	06/30/2019	Open	Asap Alisal Signs And Printing	\$168.25
433809	06/30/2019	Open	Bartel Associates LLC	\$5,415.00
433810	06/30/2019	Open	Cintas	\$79.50
433811	06/30/2019	Open	County of Monterey Information Technology Dept	\$1,002.98
433812	06/30/2019	Open	County of Monterey Information Technology Dept	\$14,754.63
433813	06/30/2019	Open	Della Mora Heating and Sheet Metal and Air Condit	\$752.50
433814	06/30/2019	Open	Griffin/Swinerton, a joint venture	\$96,343.43
433815	06/30/2019	Open	Jason Larsen	\$600.00
433816	06/30/2019	Open	Jensco Inc Db a J M Electric	\$1,289.08
433817	06/30/2019	Open	Karen Kramer Db a Kramer Workplace investigations	\$13,482.00
433818	06/30/2019	Open	Kronos Incorporated	\$9.20
433819	06/30/2019	Open	Liebert Cassidy Whitmore	\$12,085.20
433820	06/30/2019	Open	MNS Engineers, Inc	\$2,500.00
433821	06/30/2019	Open	Monterey County Emergency Communications Dept	\$2,689,923.00
433822	06/30/2019	Open	Monterey County Health Department	\$50,551.05
433823	06/30/2019	Open	Napa Auto Parts	\$83.17
433824	06/30/2019	Open	Pacific EcoRisk	\$2,956.00
433825	06/30/2019	Open	Pacific Truck Parts Inc	\$2,001.94
433826	06/30/2019	Open	Public Sector Personnel Consultants	\$2,800.00
433827	06/30/2019	Open	Rexel USA, Inc db a Platt Electric Supply	\$948.00
433828	06/30/2019	Open	S & L Investments db a Salinas Valley ProSquad	\$4,479.69
433829	06/30/2019	Open	San Lorenzo Lumber	\$44.59
433830	06/30/2019	Open	SCI Consulting Group	\$14,459.50
433831	06/30/2019	Open	Sonetics Corporation db a Firecom	\$1,560.00
433832	06/30/2019	Open	University of Cincinnati	\$18,250.00
433833	06/30/2019	Open	Vals Plumbing and Heating Inc	\$700.67
433834	06/30/2019	Open	Willdan Financial Services	\$1,000.00
433835	08/20/2019	Open	Cameron Mitchell	\$669.00
433836	08/20/2019	Open	Carol Cervantes	\$255.48
433837	08/20/2019	Open	Chris Callihan	\$108.11
433838	08/20/2019	Open	CSUMB	\$397.06
433839	08/20/2019	Open	Curtis James Jones	\$1,839.55
433840	08/20/2019	Open	Dale Fors	\$102.00
433841	08/20/2019	Open	David Pritt	\$49.50
433842	08/20/2019	Open	Heidi Niggemeyer	\$30.00

City of Salinas

Claim Check Report 433802-433973

From Payment Date: 6/28/2019 - To Payment Date: 8/20/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433843	08/20/2019	Open	Ian Kile	\$49.50
433844	08/20/2019	Open	Jeffrey Arensdorf	\$49.50
433845	08/20/2019	Open	Justin Heckman	\$102.00
433846	08/20/2019	Open	Justin Salinas	\$49.50
433847	08/20/2019	Open	Luis Bravo	\$49.50
433848	08/20/2019	Open	Maria Avila	\$49.97
433849	08/20/2019	Open	Matthew Maldonado	\$629.00
433850	08/20/2019	Open	Melanie Coffin	\$234.75
433851	08/20/2019	Open	Patrick Haney	\$102.00
433852	08/20/2019	Open	South Bay Regional Public Safety	\$200.00
433853	08/20/2019	Open	Yolanda Rocha	\$247.50
433854	08/20/2019	Open	Zachary Dunagan	\$49.50
433855	08/20/2019	Open	Alameda County Sheriff's Department	\$632.00
433856	08/20/2019	Open	Alejandro Magana	\$334.50
433857	08/20/2019	Open	Alejandro Magana	\$334.50
433858	08/20/2019	Open	Forensic Pieces	\$1,190.00
433859	08/20/2019	Open	Juliane Sharpe	\$234.75
433860	08/20/2019	Open	Monterey County Women Lawyers Association	\$30.00
433861	08/20/2019	Open	Nathan Castillo	\$334.50
433862	08/20/2019	Open	Nathan Castillo	\$334.50
433863	08/20/2019	Open	NCRPSTA	\$2,550.00
433864	08/20/2019	Open	Nicholas Reyes	\$49.50
433865	08/20/2019	Open	Seth Morten	\$268.50
433866	08/20/2019	Open	Shinobu Okano	\$30.00
433867	08/20/2019	Open	Acme Car Wash (William Pierce Inc)	\$1,635.00
433868	08/20/2019	Open	Acme Rotary Broom Service	\$5,953.62
433869	08/20/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$62.57
433870	08/20/2019	Open	Always Towing & Recovery, Inc.	\$306.25
433871	08/20/2019	Open	Amazon.Com	\$1,130.03
433872	08/20/2019	Open	Ameri Pride Valley Uniform Services	\$1,429.74
433873	08/20/2019	Open	Artistic HangUps	\$103.87
433874	08/20/2019	Open	Asap Alisal Signs And Printing	\$13.38
433875	08/20/2019	Open	Axon Enterprise, Inc.	\$2,982.53
433876	08/20/2019	Open	California Fire Chiefs Association EMS Section Nor	\$165.00
433877	08/20/2019	Open	California Rodeo Inc	\$500.00
433878	08/20/2019	Open	California Water Service	\$462.09
433879	08/20/2019	Open	Canon Solutions America Inc	\$81.39
433880	08/20/2019	Open	CDW-G	\$9,975.86
433881	08/20/2019	Open	Central Coast Systems Inc	\$105.00
433882	08/20/2019	Open	Central Coast YMCA	\$13,750.00
433883	08/20/2019	Open	Cintas	\$70.00

City of Salinas

Claim Check Report 433802-433973

From Payment Date: 6/28/2019 - To Payment Date: 8/20/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433884	08/20/2019	Open	Citi Cards	\$477.87
433885	08/20/2019	Open	Comcast (Business)	\$117.86
433886	08/20/2019	Open	Comcast (Business)	\$313.23
433887	08/20/2019	Open	Comcast (Business)	\$66.28
433888	08/20/2019	Open	Comcast (Business)	\$66.28
433889	08/20/2019	Open	Comcast (Business)	\$115.45
433890	08/20/2019	Open	Community Hospital Of The Monterey Peninsula	\$150.00
433891	08/20/2019	Open	CPD Industries	\$705.09
433892	08/20/2019	Open	CSC Of Salinas	\$366.08
433893	08/20/2019	Open	CSG Consultants	\$15,895.00
433894	08/20/2019	Open	Dataflow Business Systems Inc	\$7.93
433895	08/20/2019	Open	Davgp, Inc. dba Salinas Valley Tire	\$107.59
433896	08/20/2019	Open	Demco	\$1,461.59
433897	08/20/2019	Open	Department Of Justice	\$294.00
433898	08/20/2019	Open	Devon Fehn dba Fehn Electric Co	\$1,004.43
433899	08/20/2019	Open	Direct TV LLC	\$47.64
433900	08/20/2019	Open	Don Chapin Inc	\$3,317.80
433901	08/20/2019	Open	En Pointe Technologies Sales LLC	\$675.41
433902	08/20/2019	Open	Fastenal Company	\$341.76
433903	08/20/2019	Open	Ferguson Enterprises Inc #679	\$248.54
433904	08/20/2019	Open	First Mayors House of Salinas City	\$35,000.00
433905	08/20/2019	Open	Golden State Emergency Vehicle Service Inc	\$1,186.20
433906	08/20/2019	Open	Golden State Truck and Trailer Repair	\$79.47
433907	08/20/2019	Open	Granite Rock Co	\$86.46
433908	08/20/2019	Open	Green Rubber Kennedy Ag	\$1,980.72
433909	08/20/2019	Open	Hydro Turf	\$711.74
433910	08/20/2019	Open	Ingram Book Company	\$1,612.08
433911	08/20/2019	Open	Jan Roehl Db a Jan Roehl Consulting	\$7,862.50
433912	08/20/2019	Open	Jensco Inc Db a J M Electric	\$3,598.21
433913	08/20/2019	Open	Jesse And Evan Inc db a La Plaza Bakery	\$78.00
433914	08/20/2019	Open	Jim Pia	\$140.29
433915	08/20/2019	Open	Jose Luis Corral db a Salinas Pizza	\$1,634.45
433916	08/20/2019	Open	Kosmont & Associates, Inc. db a Kosmont Companies	\$3,042.00
433917	08/20/2019	Open	Kysmet Security & Patrol	\$498.00
433918	08/20/2019	Open	L.C. Action	\$704.66
433919	08/20/2019	Open	L.N. Curtis & Sons db a Curtis Blue Line	\$218.50
433920	08/20/2019	Open	Law Enforcement Psychological Services	\$800.00
433921	08/20/2019	Open	Life Assist	\$1,573.33
433922	08/20/2019	Open	MCSI Water Systems Management	\$445.23
433923	08/20/2019	Open	Midwest Tape, LLC db a Midwest Tape	\$544.05
433924	08/20/2019	Open	Mobile Audio and Cellular	\$452.76

City of Salinas

Claim Check Report 433802-433973

From Payment Date: 6/28/2019 - To Payment Date: 8/20/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433925	08/20/2019	Open	Monterey County Petroleum	\$15,413.17
433926	08/20/2019	Open	Monterey County The Herald	\$441.66
433927	08/20/2019	Open	Monterey Transfer and Storage Inc	\$390.00
433928	08/20/2019	Open	Napa Auto Parts	\$635.14
433929	08/20/2019	Open	New Image Landscape Company	\$11,660.00
433930	08/20/2019	Open	Nob Hill	\$59.98
433931	08/20/2019	Open	Office Depot Business Service Division	\$2,732.58
433932	08/20/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$736.46
433933	08/20/2019	Open	Open Text Inc.	\$1,476.15
433934	08/20/2019	Open	Pacific Gas and Electric Company	\$4,493.01
433935	08/20/2019	Open	PARS Retirement Services	\$300.00
433936	08/20/2019	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$3,350.00
433937	08/20/2019	Open	Petsmart	\$219.56
433938	08/20/2019	Open	Preferred Alliance Inc.	\$206.00
433939	08/20/2019	Open	Professional Police Supply, Inc dba Adamson Police	\$4,149.87
433940	08/20/2019	Open	Pure Water	\$167.25
433941	08/20/2019	Open	Recorded Books	\$112.47
433942	08/20/2019	Open	Republic Services of Salinas	\$3,524.02
433943	08/20/2019	Open	Robert Flynn	\$200.00
433944	08/20/2019	Open	RouteSmart Technologies Inc	\$2,400.00
433945	08/20/2019	Open	S & L Investments dba Salinas Valley ProSquad	\$180.23
433946	08/20/2019	Open	Salinas Valley Basin Groundwater Sustainability Ag	\$9.04
433947	08/20/2019	Open	Same Day Shred	\$32.50
433948	08/20/2019	Open	San Francisco Chronicle	\$735.80
433949	08/20/2019	Open	Securitas Security Services USA, Inc	\$2,511.00
433950	08/20/2019	Open	Smokey Key Service	\$109.25
433951	08/20/2019	Open	South Bay Regional Public Safety	\$10,149.00
433952	08/20/2019	Open	Special Services Group LLC	\$14,142.41
433953	08/20/2019	Open	Summit Uniform	\$1,182.09
433954	08/20/2019	Open	Symbol Arts	\$235.00
433955	08/20/2019	Open	Target Pest Control	\$250.00
433956	08/20/2019	Open	Tenacity Forensic Examination Services	\$10,420.00
433957	08/20/2019	Open	Thomson-West/Barclays	\$284.44
433958	08/20/2019	Open	Transportation Agency for MOCO - TAMC	\$53,448.00
433959	08/20/2019	Open	United Parcel Service	\$223.42
433960	08/20/2019	Open	Uretsky Security	\$4,095.00
433961	08/20/2019	Open	Valley Saw Shop	\$268.84
433962	08/20/2019	Open	Vals Plumbing and Heating Inc	\$396.69
433963	08/20/2019	Open	Verizon Wireless	\$1,090.66
433964	08/20/2019	Open	Verizon Wireless	\$892.32
433965	08/20/2019	Open	Vision Service Plan	\$362.28

City of Salinas

Claim Check Report 433802-433973

From Payment Date: 6/28/2019 - To Payment Date: 8/20/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
433966	08/20/2019	Open	World Book Encyclopedia	\$4,468.00
433967	08/20/2019	Open	Worldpac	\$32.78
433968	08/20/2019	Open	York Risk Services Group, Inc.	\$6,680.75
433969	08/20/2019	Open	YourMembership.com.Inc.	\$849.00
433970	08/20/2019	Open	Abraham Hazbun	\$88.77
433971	08/20/2019	Open	Annette McCafferty	\$75.00
433972	08/20/2019	Open	Cheryl Hunsaker-Swartout	\$75.00
433973	08/20/2019	Open	Joe's Sewer & Drian	\$169.05
Type Check Totals:				\$3,269,154.74
General Account - General Account Totals				



City of Salinas

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

Legislation Text

File #: ID#19-424, **Version:** 1

2020 City Council Meeting Calendar

Approve the City Council meeting calendar for 2020.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: August 27, 2019
DEPARTMENT: ADMINISTRATION
FROM: Jim Pia, Assistant City Manager
Elizabeth Soto, CMC, Deputy City Clerk
TITLE: 2020 CITY COUNCIL MEETING CALENDAR

RECOMMENDED MOTION:

A motion to approve the City Council meeting calendar for 2020.

RECOMMENDATION:

Staff recommends that the City Council approve the 2020 City Council meeting calendar to assist with the scheduling of City Council meetings.

BACKGROUND:

The Municipal Code states that City Council meetings will be held on Tuesdays [City Code section 2-01.01]. The proposed schedule for 2020 staggers meetings to allow adequate time for report preparation and review. As in past years, the calendar includes breaks for holidays, vacations, and conferences. Meetings would not be held on the Tuesdays that have been outlined on the attached draft calendar. Staff has also identified two meeting dates to hold Study Sessions as needed and a Strategic Planning Session meeting date.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The City Council calendar supports the Council Goal of “Effective, Sustainable Government”.

DEPARTMENTAL COORDINATION:

The City Clerk’s Office is responsible for recommending a meeting calendar that supports all departments with direction from the City Manager.

FISCAL AND SUSTAINABILITY IMPACT:

No fiscal and sustainability impact.

ATTACHMENTS:

Salinas City Council 2020 Meeting Calendar
2020 Conference Schedule

2020 CITY COUNCIL MEETING CALENDAR

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

The City Council would not meet on:

January 14, January 28
 February 4, February 18
 March 10, March 24
 April 7, April 24
 May 5, May 19
 June 2, June 16, June 30
 July 7, 14, July 21, July 28 - SUMMER RECESS
 August 11, August 25

September 8, September 22
 October 6, October 20
 November 10, November 24
 December 15, December 22, December 29

***Proposed Study Sessions:**

January 25 - Strategic Planning Session
May 26 - Budget Study Session
September 29

2020 CONFERENCE SCHEDULE

LEAGUE OF CALIFORNIA CITIES

NEW MAYORS & COUNCIL MEMBERS ACADEMY
TBD

NEW MAYORS & COUNCIL MEMBERS ACADEMY
TBD

CITY MANAGERS CONFERENCE
February 5 - February 7, 2020

PUBLIC WORK OFFICERS INSTITUTE ACADEMY
March 18 – March 20, 2020

CITY ATTORNEYS' SPRING CONFERENCE
May 6 - May 8, 2020

MAYORS & COUNCIL MEMBERS EXECUTIVE FORUM
June 17 - June 18, 2020

MAYORS & COUNCIL MEMBERS ADVANCED LEADERSHIP WORKSHOPS
June 20, 2020

ANNUAL CONFERENCE & EXPO
October 7 - October 9, 2020

FIRE CHIEFS LEADERSHIP SEMINAR
December 9 - December 11, 2020

MUNICIPAL FINANCE INSTITUTE
December 9 - December 11, 2020

CITY CLERKS NEW LAW & ELECTIONS SEMINAR
December 9 - December 11, 2020

NATIONAL LEAGUE OF CITIES

CONGRESSIONAL CITY CONFERENCE
March 8 – March 11, 2020

CITY SUMMIT
November 18 – November 21, 2020

CITY CLERKS ASSOCIATION OF CALIFORNIA

ANNUAL CONFERENCE

APRIL 15 – APRIL 17, 2020

INTERNATIONAL INSTITUTE MUNICIPAL CLERKS

ANNUAL CONFERENCE

May 17 – May 20, 2020

NATIONAL ASSOCIATION OF LATINO ELECTED AND APPOINTED OFFICIALS

NATIONAL CONFERENCE

June 23 - June 25, 2020

AMERICAN PUBLIC ASSOCIATION

PUBLIC WORK EXPO

August 30 – September 2, 2020

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

ANNUAL CONFERENCE

September 23 – September 26, 2020



City of Salinas

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

Legislation Text

File #: ID#19-436, **Version:** 1

Direct Purchase of Body Armor for Firefighters

Approve a Resolution approving the direct purchase of Aardvark body armor and ballistic helmets for the Fire Department in the amount of \$96,173.21.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: August 27, 2019
DEPARTMENT: FIRE DEPARTMENT
FROM: PABLO BARRETO, FIRE CHIEF
BY: DOUGLAS DIRKSEN, BATTALION CHIEF
TITLE: DIRECT PURCHASE OF BODY ARMOR FOR FIREFIGHTERS

RECOMMENDED MOTION:

A motion to approve the direct purchase of Aardvark body armor and ballistic helmets for the fire department in the amount of \$96,173.21.

RECOMMENDATION:

Staff recommends Council approve the direct purchase of body armor and ballistic helmets for firefighters from the Aardvark brand to expedite the receipt of much needed equipment for fire department operations.

This body armor is unique because it employs one-piece light weight laser cut panels of a heavy-duty material making it lighter and more durable than other competitors' products built from dozens of separate components sewn together. Firefighters will be more comfortable and experience less fatigue with this product while still being provided protection from knife slashes and gunshots. This body armor is only available through direct purchase from the manufacturer (a sole source letter stating so is attached to this report).

We believe these unique features allow this purchase to meet the exception from the formal bid process under Salinas Municipal Code Section 12-27 which states, "if the City Council determines that, due to the nature of the purchase, low-bid based competition is not likely to serve the best interest of the City, yield the best value, or result in the lowest price."

EXECUTIVE SUMMARY:

The fire department is in need of body armor and ballistic helmets. The acquisition of this equipment will provide necessary protection to firefighters who are called upon to render aid and rescue victims of violent incidents.

Staff methodically selected equipment that would provide ballistic protection to firefighters with consideration to comfort, durability, and value.

BACKGROUND:

The fire department does not currently have ballistic protection for firefighters. The fire department needs forty (40) sets of body armor and ballistic helmets to provide necessary protection to firefighters when they may be called upon to rescue and provide emergency care to injured victims of shootings, stabbings, or periods of civil unrest.

In 2015, our firefighters responded with police officers to render aid to several victims who were shot near our Social Security office. As police isolated the suspect for arrest, our firefighters could not enter the scene to render emergency care to the victims because they were not equipped with body armor.

Furthermore, our firefighters have attended large scale active shooter exercises involving dozens of responders and role players at Northridge Mall and California State University at Monterey Bay. The After-Action Reports of each recommended that firefighters come equipped with body armor and ballistic helmets to protect themselves. This recommendation is reflected in national, state, and local standards such as National Fire Protection (NFPA) Standard 3000, FIRESCOPE Incident Command System (ICS) 701, and the Monterey County Operational Area Active Shooter Guideline.

The use of body armor and ballistic helmets by firefighters has become industry standard. This has again been highlighted locally in the recent Gilroy Garlic Festival mass shooting incident where police and firefighters responded side-by-side to render aid to multiple victims with an unknown threat potentially still in the area.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

This purchase fits within the current concepts of the strategic plan:

- Safe, livable community.
- Effective, sustainable government.

DEPARTMENTAL COORDINATION:

Staff will work closely with Purchasing to ensure an efficient order and delivery of goods.

FISCAL AND SUSTAINABILITY IMPACT:

An expedited purchase is needed to provide ballistic protection for firefighters to safely rescue and provide emergency care to injured victims of violent incidents. Ballistic vests and helmets can be

purchased utilizing current CIP line 5800.45.9377 accounts as approved by Council at mid-year budget review.

ATTACHMENTS:

Aardvark quote

Safariland sole source letter

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

A RESOLUTION AUTHORIZING THE DIRECT PURCHASE OF FORTY (40) SETS OF BALLISTIC VESTS AND HELMETS (BODY ARMOR) FROM AARDVARK IN THE AMOUNT OF \$96,173.21.

WHEREAS, firefighters do not have ballistic vests and helmets; and

WHEREAS, the ballistic vests and helmets will meet the needs of the fire department now and into the future; and

WHEREAS, Aardvark can provide forty (40) sets of ballistic vests and helmets for a total cost of \$96,173.21; and

WHEREAS, purchasing ballistic vests and helmets for the fire department is vital to the delivery of essential services, supports a safe, livable community, provides for the health and safety of employees, and allows for more efficient fire department operations; and

WHEREAS, funding for this purchase is available in the 2018/2019 Fiscal Year operating budget (mid-year budget adjustment); and

WHEREAS, the City Council has the authority to approve direct purchases of goods and services under Salinas Municipal Code Section 12-27;

NOW, THEREFORE BE IT RESOLVED that the Salinas City Council authorizes the City Manager and Finance Director to complete the purchase authorized by this Resolution and sign all necessary contracts upon review and approval of the City Attorney.

PASSED AND APPROVED this 27th day of August 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Joe Gunter, MAYOR

ATTEST:

Patricia M. Barajas, CITY CLERK

Safariland, LLC
3120 E. Mission Blvd.
Ontario, CA 91761
909.923.7300

THE SAFARILAND
GROUP

February 6, 2019

VIA E-MAIL

To Whom It May Concern:

This letter is to certify that Project 7 armor is available exclusively from AARDVARK. Project 7 is a brand owned and operated by AARDVARK. While Safariland is the manufacturer of these items, they are made exclusively as OEM items for AARDVARK. This armor system features a unique combination of features, including patented or patent pending items, which are not available in this combination anywhere else. As a result, AARDVARK is the sole source for Project 7 armor.

Should you require additional information please feel free contact me via telephone at 909.930.8096 or via email Todd.Mackler@Safariland.com

Regards,



Todd Mackler
VP, Armor



QUOTE

1935 Puddingstone Drive
 La Verne, CA 91750
 TEL: (909) 451-6100 FAX: (909) 392-3823
 FED TAX ID: 95-4451904

Quote # QSTD-14666
 Date: 6/25/2019
 Payment Terms: Net 30 Days
 SPID: SBUTLER
 RM: BUTLER158
 Page: 1 of 1

Quote Expiration Date: 8/24/2019

Sold To: Salinas Fire Department
 65 W. Alisal Street, #210
 Salinas, CA 93901
 USA

Ship To: Salinas Fire Department
 Attn: Kevin Maloney
 65 W. Alisal Street, #210
 Salinas, CA 93901
 USA

Entered by	Customer No.	Shipping Method	PO Number/Contract #	Last 4 C/C #
bbaeza	SALINASFIRE01	BESTWAY		

Qty	Unit / Cpt Qty	Item Number	CT	Description	Price	Ext Price
40	EA	AARD-CUSTPRO		Project 7 TRV XT Level 3A (Specify Size, Length, Cummerbund Size)	1,200.00	48,000.00
80	EA	ATHP7PLT-XCAL-LP-ICW		P7 X-CAL-LP 10x12 Level III+ ICW Plate	95.00	7,600.00
40	EA	AARD-CUSTPRO		TRV Patch ID Set (Front and Back) * (FIRE)	20.00	800.00
40	EA	ATHP7IHS-ST-RG-BB		P7 Integrated Helmet System/Standard Weight/Size Regular/Black/Black * Color TBD	695.00	27,800.00
40	EA	ATHP7POUCH-HSG-12ME 00-BK		P7/HSGI Mini EOD/Medical Pouch V2 - Black	52.00	2,080.00
40	EA	ATHP7POUCH-HSG-11MA C0-BK		P7/HSGI Multi-Access Radio Pouch TACO - Black	43.76	1,750.40
				* Delivery Time: 90-120 Days ARO * Please contact Brittany Baeza at 909-451-6102 or bbaeza@aardvarktactical.com if you would like to place this order. Thank You!		

No return will be accepted unless a Return Authorization is issued prior to the goods being returned .
 If the error which necessitates the return is a result of an Aardvark error , no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made.
 Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable

Subtotal	88,030.40
Freight	0.00
Estimated Sales Tax	8,142.81
Total	96,173.21



City of Salinas

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

Legislation Text

File #: ID#19-438, **Version:** 1

Traffic Signal at North Main Street and Cherokee Drive Intersection

Approve a Resolution approving the plans and specifications for a traffic signal at the North Main Street and Cherokee Drive intersection; and approving a Memorandum of Understanding amendment with Salinas Shopping Center Associates Limited Partnership and Harden Ranch Plaza Associates for funding the design and the installation of a Traffic Signal at North Main Street and Cherokee Drive Intersection.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019
DEPARTMENT: PUBLIC WORKS DEPARTMENT
FROM: DAVDI JACOBS, PUBLIC WORKS DIRECTOR
BY: ANDREW EASTERLING, TRAFFIC ENGINEER
TITLE: TRAFFIC SIGNAL AT NORTH MAIN STREET AND CHEROKEE DRIVE INTERSECTION

RECOMMENDED MOTION:

A motion to:

- (1) approve the plans and specifications for a traffic signal at the North Main Street and Cherokee Drive intersection based on traffic studies and Council Resolution 21315; and
- (2) approve a Memorandum of Understanding amendment with Salinas Shopping Center Associates Limited Partnership and Harden Ranch Plaza Associates for funding the design and the installation of a Traffic Signal at North Main Street and Cherokee Drive Intersection.

RECOMMENDATION:

Staff recommends the Council approve the plans and specifications for a traffic signal at the North Main Street and Cherokee Drive Intersection and approve a Memorandum of Understanding amendment with Salinas Shopping Center Associates Limited Partnership and Harden Ranch Plaza Associates for funding the design and the installation of said traffic signal.

EXECUTIVE SUMMARY:

On December 19, 2017 the City Council passed a resolution approving the installation of a traffic signal at the North Main Street and Cherokee Drive intersection; and approving a funding agreement with the Salinas Shopping Center Associates Limited Partnership for the installation of said traffic signal. Since then the Harden Ranch Shopping Center and affiliates have completed designs for a traffic signal and City staff has reviewed and can recommend approval of the proposed design plans and specifications. Harden Ranch Shopping Center and affiliates have also determined the desired project delivery strategy would be through an encroachment permit process, which would eliminate the prevailing wage requirement. Harden Ranch Shopping Center and affiliates are preparing to submit an encroachment permit application and hope to begin construction in early 2020.

BACKGROUND:

Staff received a request to analyze traffic delays and safety concerns at the intersection of North Main Street and Cherokee Drive. Staff has reviewed the traffic analysis of the proposed traffic signal and considered the potential impacts and improvements from the change in access and signalization at the intersection. The conclusions of the traffic analysis show a reduction in overall delay for the intersection and additional reduction of delay on adjacent intersections resulting from a redistribution of trips. However, the traffic signal was not determined to be a priority project, and funding is not available. Harden Ranch Property Group decided that in order to accelerate the construction of a traffic signal that they would privately fund the project.

In October 2017 the traffic signal concept was considered by the Traffic and Transportation Commission and recommended to Council. In December 2017, City Council approved a resolution to install a traffic signal at the North Main Street and Cherokee Drive intersection and approving a funding Agreement (Memorandum of Understanding, Attachment 1) with the Salinas Shopping Center Associates Limited Partnership (Harden Ranch Property Group).

Since then, the Harden Ranch Property Group hired a civil engineering design firm to develop plans, specifications and estimates for the traffic signal project. City staff has reviewed and refined plans. The new traffic signal will be full access allowing movements in all directions. Some additional safety features could be provided at the intersection through signalization. The traffic signal will eliminate the need for turning and merging vehicles to judge adequate gaps in traffic. The signalized intersection provides pedestrians a controlled crosswalk to navigate across North Main Street. The traffic signal will communicate with the adjacent signals at Alvin Drive and Harden Street/Madrid Street for improved synchronization.

City Staff and Harden Ranch Property Group have also discussed various project delivery methods. Whereas it was originally anticipated that City staff would manage this project, both parties have now agreed that Harden Ranch Property Group will implement the traffic signal through an encroachment permit. The City will not use any public funds or waive fees to sponsor this project, and by doing so, the project is not subject to prevailing wage. Both parties have agreed to amend the Memorandum of Understanding (Attachment 2) to reflect the new conditions.

TRAFFIC AND TRANSPORTATION COMMISSION:

The Traffic and Transportation Commission was presented a report on this item as an informative item, on August 8, 2019. The Traffic and Transportation Commission was not requested to make a recommendation.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The proposed traffic signal at North Main Street and Cherokee Drive supports the Council goal to safely and efficiently manage the infrastructure.

FISCAL AND SUSTAINABILITY IMPACT:

Harden Ranch Property Group will fund the traffic signal project. The City will not use public funds or waive fees for this project. The cost to the City would be accrued through the added cost to operate and maintain a traffic signal approximately \$10,000 per year.

ATTACHMENTS:

Attachment 1: Resolution

Attachment 2: Memorandum of Understanding and Council Resolution 21315

Attachment 3: Memorandum of Understanding Amendment 1

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

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR A TRAFFIC SIGNAL AT THE NORTH MAIN STREET AND CHEROKEE DRIVE INTERSECTION; AND APPROVING A FUNDING AGREEMENT AMENDMENT WITH SALINAS SHOPPING CENTER ASSOCIATES LIMITED PARTNERSHIP FOR THE INSTALLATION OF SAID TRAFFIC SIGNAL

WHEREAS, the City of Salinas is responsible for public improvements on City streets, including traffic signals; and

WHEREAS, traffic studies indicate that a new traffic signal at the intersection of North Main Street and Cherokee Drive will improve traffic operations and reduce delay at intersections along the North Main Corridor; and

WHEREAS, said traffic signal will include pedestrian facilities that improve pedestrian safety at said intersection; and

WHEREAS, there is no City funding allocated for said signal and in order to accelerate its construction, and the Harden Ranch Shopping Center and affiliates desires to build said signal in accordance with City requirements at their cost; and

WHEREAS, Harden Ranch Shopping Center and affiliates have completed the design and prepared plans and specifications for construction with oversight from City staff; and

WHEREAS, Harden Ranch Shopping Center and affiliates are preparing to deliver the project through an encroachment permit without the use of any public funds; and

WHEREAS, the City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15031.Existing Facilities) because the project proposes improvements to existing streets, sidewalks, gutters and other pedestrian facilities and restoration or replacement of existing drainage features and facilities.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves the Plans and specifications of a new signal at the North Main Street and Cherokee Drive intersection based on traffic studies that show operational improvements at intersections on the North Main corridor; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Mayor, the City Attorney and their designees to enter into an agreement amendment with the Salinas Shopping Center Associates Limited Partnership and the Harden Ranch Plaza Associates, LLC pursuant to which they will provide funding to cover the costs for the design and construction of said traffic signal; and

PASSED AND APPROVED this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

RESOLUTION NO. 21315 (N.C.S.)

A RESOLUTION APPROVING THE INSTALLATION OF A TRAFFIC SIGNAL AT THE NORTH MAIN STREET AND CHEROKEE DRIVE INTERSECTION; AND APPROVING A FUNDING AGREEMENT WITH SALINAS SHOPPING CENTER ASSOCIATES LIMITED PARTNERSHIP FOR THE INSTALLATION OF SAID TRAFFIC SIGNAL

WHEREAS, the City of Salinas is responsible for public improvements on City streets, including traffic signals; and

WHEREAS, traffic studies indicate that a new traffic signal at the intersection of North Main Street and Cherokee Drive will improve traffic operations and reduce delay at intersections along the North Main Corridor; and

WHEREAS, said traffic signal will include pedestrian facilities that improve pedestrian safety at said intersection; and

WHEREAS, there is no funding allocated for said signal and in order to accelerate its construction, the Harden Ranch Shopping Center and affiliates desires to build said signal in accordance with City requirements at their cost; and

WHEREAS, at their October 2017 meeting, the Traffic and Transportation Commission deliberated on the proposal for said signal and passed a recommendation to the City Council; and

WHEREAS, the City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15031.Existing Facilities) because the project proposes improvements to existing streets, sidewalks, gutters and other pedestrian facilities and restoration or replacement of existing drainage features and facilities.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves the installation of a new signal at the North Main Street and Cherokee Drive intersection based on traffic studies that show operational improvements at intersections on the North Main corridor; and

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager, Public Works Director, the City Attorney and their designees to enter into an agreement with the Salinas Shopping Center Associates Limited Partnership and the Harden Ranch Plaza Associates, LLC pursuant to which they will provide funding to cover the costs for the design and construction of said traffic signal; and

BE IT FURTHER RESOLVED that the City Council authorizes the Finance Director to appropriate the \$500,000 funds for the project pursuant to the funding agreement.

PASSED AND APPROVED this 19th day of December, 2017, by the following vote:

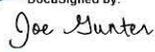
AYES: Councilmembers: Barrera, Craig, Davis, De La Rosa, McShane and Mayor Gunter

NOES: None

ABSENT: Councilmember Villegas

ABSTAIN: None

APPROVED:

DocuSigned by:

D3A498D817A34AA
Joe Gunter, Mayor

ATTEST:

DocuSigned by:

SBE31E6836A6432
Patricia M. Barajas, City Clerk

MEMORANDUM OF UNDERSTANDING
HARDEN RANCH TRAFFIC SIGNAL
AT NORTH MAIN STREET AND CHEROKEE DRIVE

This Memorandum of Understanding (MOU) is entered into on this 11th day of January, 2018, among the City of Salinas, a California charter city hereinafter referred to as “the City,” Salinas Shopping Center Associates Limited Partnership, a California limited partnership hereinafter referred to as SSCA, and Harden Ranch Plaza Associates, LLC, a Delaware Limited Liability Company hereinafter referred to as Harden Associates. The City, SSCA, and the Harden Associates are collectively referred to herein as “the Parties.”

RECITALS

A. SSCA and Harden Associates (collectively “the Harden Owners”) desire to construct a traffic signal at the intersection of North Main Street (Harden Ranch Shopping Center southerly driveway) and Cherokee Drive in the city of Salinas (“the Intersection”). (The Intersection is more specifically shown on the attached map.)

B. The Harden Owners commissioned a traffic analysis to determine the need and the viability of a traffic signal at the Intersection. (A copy of the traffic analysis is attached.) The conclusions of the traffic analysis show a reduction in overall delay for the intersection and additional reduction of delay on adjacent intersections resulting from a redistribution of trips. The City’s engineering staff reviewed the traffic analysis and after considering operational implications (including the potential impacts and improvements from the change in access and signalization at the Intersection) concurred with its conclusions and recommend the installation of a traffic signal at the Intersection.

C. The City’s Traffic and Transportation Committee considered the proposed traffic signal during its regular meeting on October 5, 2017, and after consideration of the request recommended that the City Council approve the request for a proposed traffic signal at the Intersection. (A copy of the Traffic and Transportation Commission’s October 5, 2017 Report, and associated attachments, is attached hereto for reference.)

D. The Harden Owners have committed to fund the cost of design and construction of the proposed traffic signal and understand and acknowledge the requirement to obtain all permits and approvals required for the construction of the traffic signal.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Harden Owners agree as follows:

TERMS

1. Purpose. The purpose of this MOU is to define the obligations between the City and the Harden Owners regarding the cost of design and the construction of the proposed traffic signal at the Intersection.

2. Funding Obligations. The Harden Owners shall be solely responsible for all costs and expenses associated with the design and the construction of the traffic signal at the Intersection which will include, but which will not be limited to, design of the traffic signal; associated pavement work and pavement markings, signs, and other improvements deemed necessary by the City to ensure safe and orderly integration of the traffic signal into the City's traffic signal progression system and roadway system.

3. Selection of Contractor. The Harden Owners will select the contractor(s) to complete the installation of the traffic signal at the Intersection and in doing so shall utilize the City's competitive procurement process. Upon selection of a contractor(s) the Harden Owners will enter into one or more contracts with the contractor(s) which will be subject to the prior review of the City.

4. Review and Approval Process. The contractor(s) selected by the Harden Owners will design and construct the traffic signal and associated intersection improvements in accordance with requirements for a City public works project. The City will review plans, specifications, and required submittals for compliance with City standards. Plans, Specifications and Estimates (PS&E) will be brought to the City Council for approval. The City will provide inspection services to ensure compliance with approved plans, prevailing wages, and other public works requirements. Upon meeting the City's requirements, the completed project will be brought to the City Council for acceptance and for operations and maintenance. The City reserves the right to retime, or modify the intersection after the project depending on traffic conditions.

5. Permits and Other Approvals. The Harden Owners and their contractor(s) will obtain all permits and other approvals required for the installation of the traffic signal and associated intersection improvements and will pay all fees associated with those permits and other approvals.

6. CEQA Review. The City has determined that the traffic signal installation is exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15031 (Existing

Facilities) because the project proposes improvements to existing streets, sidewalks, gutters and other pedestrian facilities and restoration or replacement of existing drainage features and facilities.

7. Independent Contractor. It is expressly understood and agreed that the Harden Owners, and all of their employees, volunteers, program participants, and agents, including the contractor(s) selected to complete the project, while engaged in carrying out and completing the project, are independent contractors and not employees of the City. The foregoing notwithstanding, it is anticipated that, from time to time, employees of City departments including, but not limited to, the Public Works Department, may participate in supporting the completion of the project.

8. Defense and Indemnification. The Harden Ranch Owners agree to indemnify, defend and hold the City and its officers and employees harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause to the extent caused by the negligent or intentional acts or omissions of the Harden Ranch Owners, their employees, consultants, contractors, volunteers, or agents related to this MOU and the design and the installation of the traffic signal at the Intersection, except for any such claim arising from the negligence or willful misconduct of the City, its officers or employees. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages and shall survive the expiration or the early termination of this MOU.

The Harden Ranch Owners shall reimburse the City for all costs and expenses, including court costs, demonstrated to have been reasonably incurred by the City in enforcing the provisions of this section.

9. Notices. Written notices will be sent by first class mail, postage prepaid, to the Parties, as follows:

If to City:

Public Works Director
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a Copy to:

Harden Ranch Traffic Signal MOU
January 11, 2018
Page 3 of 6

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

If to Harden Owners:

SSCA, LLC
Russell R. Pratt, Manager

JFG Realty Services, Inc.
Attn: J. Fred Goldsmith

10. Attachments Incorporated. All attachments referred to in this MOU 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 MOU and any of the terms of any exhibit to this MOU, the terms of the MOU shall control the respective duties and liabilities of the parties hereto.

11. Integration and Agreement. This MOU represents the entire understanding of the City and the Harden Owners 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. No prior oral or written understanding shall be of any force and effect with respect to those matters covered in it. This MOU may not be modified or altered except by amendment in writing signed by the Parties.

12. Jurisdiction. This MOU shall be administered and interpreted under the laws of the State of California. Jurisdiction of any disputes arising from or under this MOU shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

13. Severability. If any part of this MOU 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 MOU shall continue to be in full force and effect.

14. Attorney Fees. In case suit shall be brought to interpret or to enforce this MOU, 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 attorney fees in addition to such costs as may be allowed by the Court. City's attorney fees, if awarded, shall be calculated at the market rate.

15. Successors and Assigns. This MOU and all of the provisions herein shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and of the Harden Owners, have entered into this MOU on the date first written above.

CITY OF SALINAS

DocuSigned by:
Joseph Gunter
D3A49BD817A34AA...

Joe Gunter, Mayor

APPROVED AS TO FORM:

DocuSigned by:
Christopher A. Callihan
1895479BEC5A349F...

Christopher A. Callihan, City Attorney

ATTEST:

DocuSigned by:
Patricia M. Barajas
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Patricia M. Barajas, City Clerk

SALINAS SHOPPING CENTER ASSOCIATES LIMITED PARTNERSHIP
A California Limited Partnership

By: SSCA, LLC, a Delaware Limited Liability Company

Its: General Partner

DocuSigned by:
Russell R. Pratt
C6208DF95F034A5...

Russell R. Pratt, Manager

HARDEN RANCH PLAZA ASSOCIATES, LLC
A Delaware Limited Liability Company

Harden Ranch Traffic Signal MOU

January 11, 2018

Page 5 of 6

By: JFG Realty Services, Inc.
A California Limited Liability Company

DocuSigned by:

Fred Goldsmith

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J. Fred Goldsmith

AMENDMENT 1
MEMORANDUM OF UNDERSTANDING
HARDEN RANCH TRAFFIC SIGNAL
AT NORTH MAIN STREET AND CHEROKEE DRIVE

WHEREAS, the City of Salinas, a California charter city hereinafter referred to as "the City," Salinas, and Shopping Center Associates Limited Partnership, a California limited partnership hereinafter referred to as SSCA, and Harden Ranch Plaza Associates, LLC, a Delaware Limited Liability Company hereinafter referred to as Harden Associates have previously entered into an MOU effective December 19, 2017, regarding the desire to construct a traffic signal at the intersection of North Main Street and Cherokee Drive (Attachment A); and

WHEREAS, both parties have agreed that no public contribution to this project will be provided, including but not limited to waiving of permit fees. Consequently both parties have determined that the project will not be subject to prevailing wage.

WHEREAS, Section 4 of the MOU shall be deleted and replaced as follows:

4. Review and Approval Process. The contractor(s) selected by the Harden Owners will design and construct the traffic signal and associated intersection improvements in accordance with requirements for a City public works project. The City will review plans, specifications, and required submittals for compliance with City standards. Plans, Specifications and Estimates (PS&E) will be brought to the City Council for approval. The City will provide inspection services to ensure compliance with approved plans, and other public works requirements. Upon meeting the City's requirements, the completed project will be brought to the City Council for acceptance and for operations and maintenance. The City reserves the right to retime, or modify the intersection after the project depending on traffic conditions.

WHEREAS; all of the provisions of the original MOU not specifically deleted or replaced herein shall remain in full force and effect.

NOW THEREFORE. BOTH PARTIES DO AGREE THAT the MOU shall be modified as noted in this Amendment 1.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and of the Harden Owners, have entered into this MOU on the date first written above.

CITY OF SALINAS

Joe Gunter, Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney
ATTEST:

Patricia M. Barajas, City Clerk

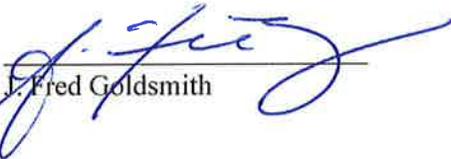
SALINAS SHOPPING CENTER ASSOCIATES LIMITED PARTNERSHIP
A California Limited Partnership

By: SSCA, LLC, a Delaware Limited Liability Company
Its: General Partner



Russell R. Pratt, Manager

HARDEN RANCH PLAZA ASSOCIATES, LLC
A Delaware Limited Liability Company
By: JFG Realty Services, Inc.
A California Limited Liability Company



J. Fred Goldsmith



Legislation Text

File #: ID#19-444, **Version:** 1

Second Amendment to Agreement with Smith & Enright Landscape Services, Inc.

Approve a Resolution approving the Second Amendment to the Agreement between the City of Salinas and Smith & Enright Landscape Services, Inc. for services related to the removal of unlawful campsites, bulky items, and personal property, associated with the City Cleanup Program Project, CIP 9068, and approve an appropriation of \$75,000 from General Fund to the City Cleanup Program CIP 9068.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: HILDA GARCIA, PW ADMIN SUPERVISOR

TITLE: SECOND AMENDMENT TO THE AGREEMENT WITH SMITH & ENRIGHT LANDSCAPE SERVICES, INC. FOR CONTRACTUAL SERVICES RELATED TO THE REMOVAL OF UNLAWFUL CAMPSITES, BULKY ITEMS, AND PERSONAL PROPERTY

RECOMMENDED MOTION:

A motion to approve a Resolution approving (1) a Second Amendment to the Agreement between the City of Salinas and Smith & Enright Landscape Services, Inc. for services related to the removal of unlawful campsites, bulky items, and personal property, associated with the City Cleanup Program Project, CIP 9068; and (2) an appropriation of \$75,000 from General Fund to the City Cleanup Project, CIP 9068

RECOMMENDATION:

It is recommended City Council approve a Resolution approving (1) the Second Amendment to the Agreement between the City of Salinas and Smith & Enright Landscape Services, Inc. for services related to the removal of unlawful campsites, bulky items, and personal property, associated with the City Cleanup Program Project, CIP 9068, and (2) an appropriation of \$75,000 from General Fund to the City Cleanup Program, CIP 9068.

EXECUTIVE SUMMARY:

On December 1, 2015, the City of Salinas entered into a Service Agreement (“Agreement”) with Smith & Enright Landscaping, Inc. (“S&E”), on an on-call, as needed basis, to implement the City’s encampment cleanup up process. The Agreement was subsequently extended an additional two years through November 30, 2019 and is set to expire. Both parties desire to extend the Agreement for an additional two years. Additional funding is required to cover Staff time and administrative costs related to the City Cleanup Program.

BACKGROUND:

On December 1, 2015, the City of Salinas entered into a Service Agreement (“Agreement”) with Smith & Enright Landscaping, Inc. (“S&E”), on an on-call, as needed basis, to implement the City’s encampment cleanup up process. S&E was selected from list of five contractors that

successfully responded to a Request for Proposal issued in September of the same year. The original Agreement included a two-year term. In 2017, both parties executed the First Amendment extending the term thru November 30, 2019.

Expenditures to-date on this agreement as follows:

<i>Fiscal Year</i>	<i>Amount Expended</i>
2015 – 16 *	\$ 107,836
2016 – 17	\$ 292,412
2017 – 18	\$ 218,348
2018 – 19	\$ 533,068
<i>Total</i>	<i>\$ 1,151,664</i>

**Services started one-third into the fiscal year*

In the last two fiscal years, Staff has responded to 585 calls from residents requesting cleanup services. In the last one month and a half (July 1 - August 15, 2019) Staff has logged 43 calls; twice as many as the number of last year’s average monthly calls.

<i>Fiscal Year</i>	<i>Number of Resident Complaints</i>
2017 – 18	324
2018 – 19	261
<i>Total</i>	<i>585</i>

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project

STRATEGIC PLAN INITIATIVE:

This action supports the City’s goal to make Salinas a safe and livable community for all its residents.

DEPARTMENTAL COORDINATION:

Public Works Department’s Maintenance Division staff works hand in hand with Police Department on the day-to-day activities involved in the implementation of the program. Legal Department Staff notifies Public Works of clean up sites for public notification.

FISCAL AND SUSTAINABILITY IMPACT:

The City Cleanup Program, CIP 9068 is funded 100% from the City’s General Fund. City Council approved \$150,000 for the 19/20 Fiscal Year, all of which is expected to be expended well before June 2020.

In order to continue this program, an appropriation of \$75,000 is requested; \$45,000 to fund the Staff time required to be dedicated to this project through the end of the fiscal year and \$30,000 to fund the project's foreseeable admin fee (15% of all expenditures) typically charged to the CIP at the end of each fiscal year.

ATTACHMENTS:

Original Agreement

First Amendment

Second Amendment

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

A RESOLUTION AUTHORIZING APPROVAL OF SECOND AMENDMENT TO THE AGREEMENT WITH SMITH & ENRIGHT LANDSCAPE SERVICES, INC. FOR CONTRACTUAL SERVICES RELATED TO THE REMOVAL OF UNLAWFUL CAMPSITES, BULKY ITEMS, AND PERSONAL PROPERTY

WHEREAS, on December 1, 2015 the City Council approved resolution 20884 which authorized City Manager to execute an Agreement with Smith & Enright Landscaping Services Inc (“S&E”) for Encampment Cleanup Services (“Original Agreement”); and

WHEREAS, the term of the Original Agreement was set to end on November 30, 2017; and

WHEREAS, on November 1, 2017 the City of Salinas and S&E formally extended the term of the Original Agreement through November 30, 2019 (“First Amendment”); and

WHEREAS, pursuant to Section 2 of the Original Agreement the City and S&E desire to extend the Agreement for an additional two years through November 30, 2021 (“Second Amendment”); and

WHEREAS, an appropriation of \$75,000 from General Fund to CIP 9068 is required in order to fund the program.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves of the Second Amendment to the agreement and hereby authorizes the City Manager or his Designee to execute the Second Amendment on behalf of the City of Salinas all required documentation upon prior approval as to form by the City Attorney; and

BE IT FURTHER RESOLVED that Salinas City Council hereby approves an appropriation of \$75,000 of General Fund to CIP 9068.

PASSED AND APPROVED this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**AGREEMENT FOR CONTRACTUAL SERVICES RELATED TO
THE REMOVAL OF UNLAWFUL CAMPSITES, BULKY ITEMS, AND PERSONAL PROPERTY**

This Agreement for Contractual Services (the "Agreement") is made and entered into this 1st day of December, 2015, by and between the City of Salinas, a California charter city and municipal corporation (hereinafter "City"), and Smith and Enright Landscaping, Inc., a California corporation, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is specially trained, licensed, experienced, and competent to perform the special contractual services which will be required by this Agreement; and

WHEREAS, Contractor is willing to render those contractual services described in the City's Request for Proposals dated September 15, 2015 and its only Addendum provided October 9, **Exhibit A** and in the Contractor's October 16, 2015 Proposal **Exhibit B** both of which are attached hereto and incorporated herein by reference.

NOW, THEREFORE, City and Contractor agree as follows:

TERMS

1. **Scope of Service.** The scope of Contractor's services and qualifications are described in **Exhibits A and B**, attached hereto and incorporated herein by reference. The City and Contractor agree, that the purpose of this Agreement is to fulfill the Contractor's role in the implementation of the City's **"Removal of Unlawful Campsites, Bulky Items, and Personal Property Administrative Procedure"**, provided in **Exhibit C**, attached hereto and incorporated herein.
2. **Term; On-Call/As Needed Basis.** This Agreement shall commence on December 1, 2015, and shall terminate on November 30, 2017. 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. Contractual services will be provided on an on-call, as needed basis. Each job which will require services pursuant to this Agreement will be unique and the Contractor agrees to abide by and fully comply with all time-lines for each individual job site in the performance of its contractual services set forth in **Exhibits A & B**.
3. **Compensation & Prevailing Wages.**
 - a. City hereby agrees to pay Contractor on a time and materials basis for the services rendered to the City, based upon the labor and equipment rates provided in **Exhibit B**, after receiving a detailed cost estimate prior to beginning each job.
 - b. The Contractor shall pay prevailing wages and cause all of its subcontractors to pay prevailing wages as those wages are determined pursuant to Labor Code Sections 1720 et seq. and 1771, 1774-76 et seq. to employ apprentices as required by Labor Code Sections 1777.5 et seq. and the implementing regulations of the Department of Industrial Relations (the "DIR") and the Contractor and all subcontractors to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1771-1774 and 1777.5 et seq., and implementing regulations of the DIR. The contractor and its

subcontractors shall keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., 1771, 1774-1776 et seq. and that apprentices have been employed as required by Labor Code Sections 1777.5 et seq. Copies of the currently applicable per diem prevailing wages are available from the City's Public Works Department and the State Department of Industrial Relations. The contractor shall to post at the job site the applicable prevailing rates of per diem wages.

Penalties for violations may be applied by the DIR pursuant to the Labor Code sections 1815 and 1815. The contractor shall indemnify, hold harmless and defend (with counsel reasonably selected by the City) against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., 1771-1774, to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1771-1774, 1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This Section 3(b) shall survive the expiration of the Term.

4. **Billing.** Contractor 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, Contractor shall not bill City for duplicate services performed by more than one person. Contractor's invoice shall include the following information to which such services cost or pertain:

- a. The Job Order number;
- b. The Date of the invoice;
- c. The Date(s) the work was performed;
- d. An itemization of labor and hours worked by each unique classification;
- e. A list of equipment used;
- f. Subcontractor and associated costs;
- g. An estimate of the number of persons (if any) that were displaced by the cleanup;
- h. Amount of waste removed and sorted by category (described as part of the cleanup above).

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 Contractor 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 Contractor until thirty (30) days after a correct and complying invoice has been submitted by Contractor. The City shall process undisputed portion immediately.

5. **Responsibility of Contractor.**

a. By executing this Agreement, Contractor agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner that fulfills its role as described in the City's "**Removal of Unlawful Encampments, Bulky Items, and Personal Property Administrative Procedure**" provided as **Exhibit C**, attached hereto and incorporated herein by reference. By executing this Agreement, Contractor further agrees and represents to City that the

Contractor 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 Contractor to do and perform Contractor's work. Contractor further agrees and represents that Contractor shall follow the current, generally accepted practices described in and as it applies to its role in the implementation of the City's Encampment Cleanups described in **Exhibit C** in a timely yet compassionate manner and assist the City to prepare factual presentations, and provide professional advice and recommendations to improve the work for which the services are rendered under this Agreement.

b. Contractor shall assign a single Project Director to have overall responsibility for the execution of this Agreement for Contractor. **Richard Alcalá** is hereby designated as the Project Director for Consultant. Any changes in the Project Director designee shall be subject to the prior written acceptance and approval of the City Manager.

7. Responsibility of City. To the extent appropriate to the cleanup projects to be completed by Contractor pursuant to this Agreement, City shall:

a. Assist Contractor by placing at his disposal all available information pertinent to the cleanup projects, including but not limited to accompanying Contractor on pre-job walks, assist with job scoping and estimates, provide site support as needed during cleanups, and accompany Contractor on final job walks. City shall support the week by week job scheduling efforts and finalize a work-order calendar that is suitable for all parties concerned. When warranted the City will provide special assistance to address unforeseen circumstances that may include additional safety or police support and the use of special subcontractors including a bio-hazard team.

b. Identify all concerned property owners and coordinate work not related to City or public properties. Act as the Public Information Officer ("PIO") and respond to public and press inquiries.

c. **John Sorenson, Crew Supervisor**, shall act as City's representative with respect to the work to be performed under this Agreement. He shall be assisted by Greg Knowles, Assistant Project Manager. 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. Mr. Sorenson will be supported by Greg Knowles, Assistant Project Manager and the program oversight and PIO efforts will be the responsibility of Assistant Public Works Director Don Reynolds.

d. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any deficiency in the services rendered to the City.

8. Acceptance of Work Not a Release. City will accept each job as it is completed and having accepted each job an invoice can be submitted for payment. Acceptance by the City of the work performed under this Agreement does not operate as a release of Contractor from the professional responsibility for the work performed.

9. Indemnification and Hold Harmless. Contractor shall indemnify, defend, and hold City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to

any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Contractor, its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Contractor shall reimburse the City for all costs and expenses including, but not limited to court costs, incurred by the City in enforcing the provisions of this section.

10. Insurance.

a. Contractor shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Contractor, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. Contractor shall maintain the following limits:

General Liability - Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

Umbrella or Excess - Contractor shall provide limits on the Declarations Page but not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 (\$1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non -owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation - Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's

Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

c. All insurance companies with the exception of "Worker's Compensation shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

d. All insurance companies affording coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

e. All insurance companies affording coverage shall provide thirty (30) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

f. Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Contractor, its agents or representatives" does not satisfy the requirements of this subsection. The Contractor shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

g. Contractor shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered default by Contractor. In the event Contractor is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Contractor shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

h. Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

11. Access to Records. Contractor shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials 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 Contractor 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 Contractor's usual and customary business hours. Contractor shall provide proper facilities to City's representative(s) for such access and inspection.

12. Assignment. 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 Contractor.

This Agreement is personal to Contractor and shall not be assigned by it without express written approval of the City.

13. 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. Contractor shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Contractor's Proposal and Rate Schedule shown in Exhibit B of this Agreement. Upon agreement between City and Contractor 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 Contractor shall constitute the Contractor's notice to proceed with the changed scope.

14. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, 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 Contractor, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Contractor against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said photos, documents, video, drawings, and/or specifications on any other project without written authorization of the Contractor.

15. Termination.

a. City shall have the authority to terminate this Agreement, upon written notice to Contractor, as follows:

- (1) If in the City's opinion the conduct of the Contractor is such that the interest of the City may be impaired or prejudiced, or
- (2) For any reason whatsoever.

b. Upon termination, Contractor shall be entitled to payment of such amount as fairly compensates Contractor for all work satisfactorily performed up to the date of based upon the scope of work and pay-rate schedules shown in Exhibit B, except that:

- (1) In the event of termination by the City for Contractor's default, City shall deduct from the amount due Contractor the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Contractor 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 contractor(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay City the full amount of such expense.

c. In the event that this Agreement is terminated by City for any reason, Contractor 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 Contractor or prepared by or for Contractor 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 Contractor'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 Contractor 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 Contractor 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. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee or servant of the City.

20. Integration and Agreement. This Agreement represents the entire understanding of City and Contractor 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. This Agreement shall be administered and interpreted under the laws of the State of California. 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:

Public Works Director
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 Contractor shall, until further notice by the Contractor, be addressed to:

Richard Enright, Vice President
Smith and Enright Landscaping Inc.
540 Work Street Suite C
Salinas CA 93901

c. The execution of any such notices by the Public Works Director of the City shall be effective as to Contractor as if it were by resolution or order of the City Council, and Contractor shall not question the authority of the Public Works Director 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.

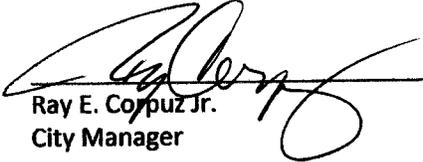
24. Nondiscrimination. During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Contractor 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. Contractor 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. Contractor 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, Contractor shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Contractor 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. **Attorney's 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 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.

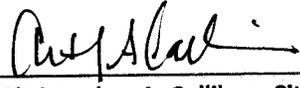
CITY OF SALINAS



Ray E. Coppuz Jr.
City Manager

12-08-2015
Date

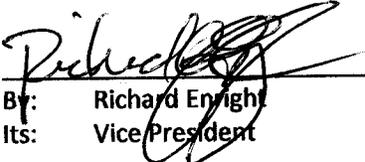
APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

12/8/2015
Date

Grice Engineering and Geology Inc.



By: Richard Enright
Its: Vice President

12-1-15
Date

By:
Its:

Date

AGREEMENT — AMENDMENT NO. 1
BETWEEN
Smith and Enright Landscaping, Inc. and City of Salinas

This Amendment No. 1 to the Agreement for Contractual Services Related to the Removal of Unlawful Campsites, Bulky Items, and Personal Property (the "Amendment") is entered into this 1st day of November 2017, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "the Client," and Smith and Enright Landscaping, Inc. hereinafter referred to as "Contractor." Client and Contractor may be individually referred to herein as a "Party" and collectively the Client and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the Client and Contractor first entered into an Agreement effective December 1, 2015, pursuant to which Contractor agreed to act as and provide certain services to the Client for compensation (the "Agreement"); and

WHEREAS, the term of the Agreement is set to end on November 30, 2017; and

WHEREAS, Client and Contractor desire to amend the Agreement to reflect the additional and current scope of services provided by Contractor, add clarification of rights and responsibilities, and to 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 Contractual Services Agreement, Terms section, is amended to add the following:

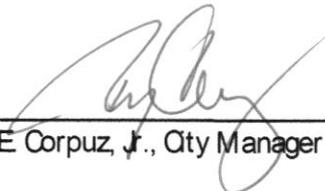
The term of the Agreement is hereby extended through November 30, 2019.

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 Client and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

CONTRACTOR:

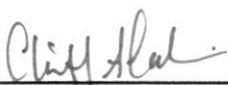


Ray E. Corpuz, Jr., City Manager



Richard Enright, Vice President
Smith and Enright Landscaping, Inc.

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

AGREEMENT —AMENDMENT NO. 2
BETWEEN
Smith and Enright Landscaping, Inc. and City of Salinas

This Amendment No. 2 to the Agreement for Contractual Services Related to the Removal of Unlawful Campsites, Bulky Items, and Personal Property (the "Amendment") is entered into this 10th day of September 2019, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "the Client," and Smith and Enright Landscaping, Inc. hereinafter referred to as "Contractor." Client and Contractor may be individually referred to herein as a "Party" and collectively the Client and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the Client and Contractor first entered into an Agreement effective December 1, 2015, pursuant to which Contractor agreed to act as and provide certain services to the Client for compensation (the "Original Agreement"); and

WHEREAS, the term of the Original Agreement was set to end on November 30, 2017; and

WHEREAS, the Original Agreement was extended and is set to end on November 30, 2019 (the "First Amendment"); and

WHEREAS, Client and Contractor desire to amend the Original Agreement and First Amendment to reflect an extended term and to 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

- I. The Contractual Services Agreement's Term section is amended and restated in its entirety to read as follows:
 2. Term; On-Call/As Needed Basis.

This Agreement shall commence on December 1, 2015 and shall terminate on November 30, 2021. 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. Contractual services will be provided on an on-call, as needed basis. Each job which will require services pursuant to this agreement will be unique and the Contractor agrees to abide by and fully comply with all timelines for each individual job site in the performance of its contractual services set forth in Exhibits A & B1.
- II. The Contractual Services Agreement's Compensation Section 3a is amended and restated in their entirety to read as follows:
 3. Compensation & Prevailing Wages.
 - a. City hereby agrees to pay Contractor on a time and materials basis for the services rendered to the City, based upon the labor and equipment rates provided in Exhibit B1, after receiving a cost estimate prior to beginning each job.

III. 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 Client and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr., City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

CONTRACTOR:

Richard Enright, Vice President
Smith and Enright Landscaping, Inc.



City of Salinas

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

Legislation Text

File #: ID#19-448, **Version:** 1

Purchase of 2019 F-650 5-7 Yard Dump Truck

Approve a Resolution authorizing the direct purchase of one Ford F-650 Dump Truck from Salinas Valley Ford Truck Company in Salinas, CA at a total cost of \$81,003.49.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019

DEPARTMENT: PUBLIC WORKS, STREET MAINTENANCE DIVISION

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: RONALD PATTERSON, FLEET MAINTENANCE SUPERVISOR

TITLE: PURCHASE OF 2019 F-650 5-7 YARD DUMP TRUCK

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the direct purchase of one Ford F-650 Dump Truck from Salinas Valley Ford Truck Company in Salinas, CA at a total cost of \$81,003.49.

RECOMMENDATION:

It is recommended that City Council approve the recommended motion so that the Street Maintenance Division can proceed with purchasing this much needed dump truck.

EXECUTIVE SUMMARY:

This report explains why staff chose the Ford F-650 Dump truck. This truck is needed to continue with the maintenance and repairs of the city infrastructure.

BACKGROUND:

The Department continues work to update and replace a dated and worn out vehicle fleet. Capital Improvement Project 9030 and 9525 have funds available to purchase a new Ford F-650 dump truck.

The Public Works Fleet, in conjunction with the Street Maintenance Division, selected the Ford F-650 due to its long-standing service history as well as the ability to get service and parts locally. Additionally, Salinas Valley Ford has this truck built and sitting on the lot ready for purchase. The truck from Downtown Ford will have to be built. Peterbilt also sells a 5-7 yard dump truck, but not with a gasoline engine and the lead time would be over a year to take delivery. Fleet chose the gasoline powered truck due to the nature of the work and an overall cost savings on the purchase price as well as the maintenance cost.

Downtown Ford quoted a price of \$75,917.04 using the State of California contract 1-18-23-23A. Salinas Valley Ford quoted a price of \$81,003.49 which is within the local preference requirements

and has the added benefit of being able to receive the truck immediately. The Peterbilt from Coast Counties Truck has a price of \$119,407.53.

This truck is used weekly to perform repairs on the City of Salinas’s aging streets and sidewalks. The purchase of this truck will greatly reduce maintenance down time as well as help keep the City of Salinas compliant with the California Air Resources Board Regulation 2449.1 by taking the older tier zero diesel engine offline. The total cost of this equipment is \$81,003.49.

This new asset will replace the item listed below. Staff is requesting this item be declared surplus at this time and be disposed of pursuant to City requirements.

Year	Make	Model	Unit	Vin#
1985	International	S1600	604	1HTLAHGLXFHA42832

The city can utilize cooperative purchases with other government agencies. Local businesses are given the opportunity to compete against these contracts. This purchase from Salinas Valley Ford satisfies the purpose and requirements of Article III-A, Local Purchasing Preference of the Salinas Municipal Code by being within ten percent of the State Contract.

Salinas Valley Ford has the truck available for immediate delivery.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The requested Council action directly relates to Council’s Strategic Plans or Goals of providing a “Safe, Livable Community”; “Well Planned City and Excellent Infrastructure”; and “Well Maintained City Infrastructure”. The purchase of the Ford F-650 Dump truck enables the Street Maintenance Division to continue to maintain and repair the city’s streets and sidewalks.

DEPARTMENTAL COORDINATION:

Fleet Maintenance in coordination with the Street Maintenance Division had a meeting to discuss the needs of the new truck. We concluded that the truck in this report meets both the needs of the Street Maintenance Division as well as the requirements of the Fleet Maintenance Shop. We also coordinated with the Finance Purchasing Division regarding the purchase and the Finance Director regarding the purchase.

FISCAL AND SUSTAINABILITY IMPACT:

Funds have been budgeted in Capital Improvement Project 9030 Street Maintenance Equipment and 9525 Fleet Replacement. There will be no impact to the City’s General Fund since monies for

the purchase are from the Street Maintenance Fund CIP 9030 (\$65,465.91) and Fleet Replacement Fund 9525 (\$15,537.58) totaling \$81,003.49.

ATTACHMENTS:

Council Resolution
Vehicle and Equipment quotes

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

**A RESOLUTION AUTHORIZING DIRECT PURCHASE
OF NEW 2019 FORD F-650 5-7 YARD DUMP TRUCK**

WHEREAS, Funds are available in Capital Improvement Project 9030 and 9525 to purchase a new dump truck; and

WHEREAS, California Environmental Protection Agency Air Resources Board Regulation 2449.1 require the older tier engines to be low use; and

WHEREAS, Staff chose a 2019 Ford F-650 from Salinas Valley Ford at a cost of \$81,003.49; and

WHEREAS, this purchase meets the requirements of the City's local purchasing preference.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorize the Purchasing Officer to purchase a new Ford F-650 Dump Truck from Salinas Valley for a total cost of \$81,003.49.

PASSED AND APPROVED this 27th day of August, 2019 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95811
 916-442-6931 fax 916-491-3138

RJM071120191812

QUOTATION

Customer

Name CITY OF SALINAS
 Address _____
 City F650 Dump Gasoline
 Phone ATTN: RON PATTERSON

Date 7/11/2019
 REP BOB MILLOY
 Phone _____
 FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
1	STATE OF CALIFORNIA CONTRACT 1-18-23-23A NEW FORD F650 REG CAB GASOLINE CAB/CHASSIS 4X2, 6.8L Gasoline Engine, 320 HP, 460 lbs/ft Torque 6 Speed HD Auto Trans, 26,000 lbs GVWR, 8,500# Front Axle & Suspension, 17,500 # Rear Axle and 19,000 # Rear Suspension, Hydraulic Brakes, 50 Gal Fuel Tank, 11R22.5 Load Range "G" Tires all Position Tread, 30/0/30 Vinyl Seats, Vinyl Flooring, A/C, AM/FM, Cruise Control, Tilt Steering Wheel, XL Trim, 176" WB / 102" CA	\$42,711.00	\$42,711.00
1	Change Wheel base to 84" CA	\$0.00	\$0.00
1	Upgrade to PTO Provision	\$289.00	\$289.00
1	Upgrade to Power Equipment Group	\$462.00	\$462.00
1	Change to 30/0/30 Cloth Seat	\$123.00	\$123.00
1	Upfitter Switches	\$125.00	\$125.00
1	Back Up Alarm	\$196.00	\$196.00
1	Upgrade to Rear Shocks	\$162.00	\$162.00
1	Underseal Chassis	\$599.00	\$599.00
1	SCELZI 10' Long, 5-7 Cubic Yard Dump per Scelzi Quote #158893	\$24,275.00	\$24,275.00
	No Spare Tire included		
1	DOCUMENT FEE	\$80.00	\$80.00
	Subtotal		\$69,022.00
	Delivery		\$500.00
	Sales Tax		\$6,384.54
	CA Tire Tax		\$10.50
	TOTAL DUE		\$75,917.04

\$500 DISCOUNT FOR QUICK
PAYMENT IN 20 DAYS



Scelzi Enterprises, Inc.

Custom Truck Body Manufacturing

2286 E. Date Street, Fresno, CA 93706, Phone: 800-858-2883
Fax: 559-237-5554 Toll Free: (800) 858-2883

WORK ORDER / ESTIMATE

158893

Page 1 of 3

Customer: DOWNTOWN FORD
Address: 525 N. 16TH ST.
SACRAMENTO, CA 95814
United States

Date: 07/10/19
Phone: (916) 442-6931 FAX: (916) 491-3138
Contact: BOB MILLOY
Terms: Net 10

Make	Year	Model	Vehicle Info	Type	VIN #
	2019	CUSTTRUCK	FORD, F650, REG CAB, WHITE, DIESEL, DRW 84" CA	Customer	TBA

Quantity	Part No / Description	Price
----------	-----------------------	-------

PAINT BODY WHITE
FUEL TANK UNDER CAB

*** RE: CITY OF SALINAS ***

- 1 EA DUMP
 - 10' LONG X 86" WIDE INSIDE X 24" SIDES X 32" TAILGATE X 40" BULKHEAD
 - 3/16" HIGH TENSILE FLOOR WITH BEVELED SIDE CORNERS
 - 10 GA. HI-TENSILE BULKHEAD (2 ROWS HORIZONTAL CORRUGATION)
 - 3/16" HI-TENSILE 6 PANEL TAILGATE, DOUBLE-ACTING ALL H.D HARDWARE
 - 10GA. HI-TEN SIDES
 - 4 FLANGE BOXED TOP RAIL ON SIDES
 - DOUBLE WALL CONSTRUCTION
 - SLOPED RUNNING BOARDS
 - FULL DEPTH REAR CORNER POST
 - 4" CHANNEL CROSSBARS ON 12" CENTERS
 - 6" CHANNEL LONGS
 - 1/4 SIZE CAB SHIELD
 - 8" X 3/16" HIGH TENSILE SPREADER APRON
 - LED LIGHT KIT, OVAL STOP & TURN
 - MUD FLAPS REAR HINGED
 - MANUALLY OPERATED TAILGATE LOCKS
- 1EA - SCELZI SEMI-AUTOMATIC TARP SYSTEM WITH BLACK MESH TARP
- 1EA - CENTER MOUNT DITCH GATE
- 1EA - BACKUP ALARM ECCO #510
- 1EA - SCELZI CS720DA SUB-FRAME UNDERBODY HOIST, CLASS 50 17.2 TON
CAPACITY AT 12" OVERHANG, FULL STEEL SUB-FRAME DOUBLE ACTING,
POWER UP/DOWN, DIRECT MOUNT PUMP
HYDRAULIC OIL TANK WITH 8S-B SOLENOID OPERATED VALVE LED BODY
RAISED WARNING LIGHT, BODY PROP, INSIDE CAB CONTROL
- 1EA - HOT SHIFT PTO
- 1EA - 3/4" BUCKPLATE WITH PREMIER 580 NON-AIR PINTLE HITCH WITH (2)
D-RINGS



Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

2286 E. Date Street, Fresno, CA 93706, Phone: 800-858-2883
Fax: 559-237-5554 Toll Free: (800) 858-2883

WORK ORDER / ESTIMATE

158893

Page 2 of 3

Customer: DOWNTOWN FORD
Address: 525 N. 16TH ST.
SACRAMENTO, CA 95814
United States

Date: 07/10/19
Phone: (916) 442-6931 FAX: (916) 491-3138
Contact: BOB MILLOY
Terms: Net 10

Make	Year	Model	Vehicle Info	Type	VIN #
	2019	CUSTTRUCK	FORD, F650, REG CAB, WHITE, DIESEL, DRW 84" CA	Customer	TBA

Quantity	Part No / Description	Price
----------	-----------------------	-------

*** 14,000LB TONGUE WEIGHT, 70,000LB PULL WEIGHT ***

1EA - TRAILER PLUG 7/4 OEM SOCKET

1EA - TRAILER BRAKE CONTROLLER

2EA - ECCO 9014A MOUNTED TO THE FRONT GRILL WITH (2EA) ECCO 3510A
MOUNTED @ REAR WIRED TO SINGLE SWITCH ON CAB

1EA - WHELEN #L31 LED AMBER STROBE LIGHT MOUNTED TOP CENTER OF CAB
SHIELD WITH SELF-LEVELING BRACKET # B210880, WIRED INTO 4 CORNER
STROBE SWITCH IN CAB

1 EA HWD FEE
HAZARDOUS WASTE DISPOSAL FEE

1 EA WEIGHT CERTIFICATE
WEIGHT CERTIFICATE OF COMPLETED UNIT

1 EA WILL CALL
CUSTOMER TO PICK UP COMPLETED UNIT



Scelzi Enterprises, Inc.
Custom Truck Body Manufacturing

2286 E. Date Street, Fresno, CA 93706, Phone: 800-858-2883
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WORK ORDER / ESTIMATE

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Page 3 of 3

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Quantity	Part No / Description	Price
----------	-----------------------	-------

DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHANGES:** Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY: _____ DATE: _____

Payment in full on completion of job if credit arrangements have not been made in advance.

Total:

ESTIMATE PREPARED BY: Uribe, Ruben

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

SALESMAN: RUBEN URIBE

RON PATTERSON - City of SACRAMENTO

NEW FORD F-650 REGULAR CAB GAS

PRICING BASED UPON COST +/- 10% FOR OPTIONS / CHANGES

STATE OF CALIFORNIA CONTRACT 1-18-23-20A CLIN 36

DOWNTOWN FORD SALES | (916) 442-6931

MAJOR STANDARD EQUIPMENT		
4X2, 6.8L V10 GAS ENGINE W/ 320 HP / 460 FT/LB TORQUE, 6-SPEED AUTOMATIC TRANSMISSION, 176" WB / 102" CA, 26,000# GVWR, 50,000# FRAME, 8,500# FRONT AXLE AND SUSPENSION, 17,500# REAR AXLE W/ 18,500# REAR SUSPENSION, 6.43 REAR AXLE RATIO, HYDRAULIC BRAKES, 50 GAL. FUEL TANK, 11R22.5(G) ALL POSITION TREAD TIRES, 30/0/30 SEATS W/ VINYL SEATING SURFACES, VINYL FLOORING COVERING, N/C. AM/FM. CRUISE CONTROL. TILT WHEEL. XL TRIM	F6A	42,711.00
CAB CONFIGURATION		
CHANGE TO SUPERCAB (EXTENDED CAB)	6SPR	INQUIRE
CHANGE TO CREWCAB (FULL-SIZE)	6CRW	INQUIRE
DIESEL ENGINE		
UPGRADE TO F-750 GAS - INCL. F-650 CONTENT PLUS: 31,000# GVWR, 10,000# FRONT AXLE, 21,000# REAR AXLE W/ 23,500# REAR SUSPENSION, 80,000# FRAME, HYDRAULIC BRAKES		INQUIRE
AIR DRYER (REQ. AIR BRAKES AND 6.7L DIESEL ENGINE)	D464	452.00
CHANGE TO AIR BRAKES (REQ. 6.7L DIESEL ENGINE)	D44A	1,731.00
TRAILER AIR BRAKE PKG (REQ. AIR BRAKES AND 6.7L DIESEL ENGINE)	D89T	358.00
TRANSMISSION LIVE-DRIVE POWER TAKE-OFF PROVISION (REQ. 6.7L DIESEL ENGINE)	D651	847.00
FACTORY-INSTALLED OPTIONS		
60 GAL. FUEL TANK	606G	248.00
BACKUP ALARM	676C	125.00
POWER EQUIPMENT GROUP - INCL. POWER WINDOWS & LOCKS	690L	462.00
CHANGE TO 30/70 FRONT SEATS - INCL. FIXED DRIVER PLUS 2 PERSON PASSENGER SEATING	63PS	345.00
CHROME GRILLE SURROUND	632F	239.00
CHROME FRONT BUMPER	637F	481.00
CHANGE TO CLOTH SEATS	67C1	124.00
DRIVER AIR SEAT W/ INTEGRAL PUMP	684C	431.00
POWER TAKE-OFF (PTO) ACCESS PORT TO TRANSMISSION (REQ. 6.8L V10 GAS ENGINE, STATIONARY ONLY)	654Y	289.00
REAR SHOCKS	625S	162.00
UPFITTER SWITCHES	666S	125.00
DEALER UPFIT		
UNDERSEAL CHASSIS	0UND	599.00
SERVICE BODIES		
DUMP BODY PACKAGE - INCL. 10' (5-6 YD), 1/4 CAB SHIELD, 3/16" FLOOR, 10 GAUGE SIDES AND ENDS (APPROX 28" HIGH, DOUBLE ACTING MANUAL)	6DMP	INQUIRE
ALTERNATE CONFIGURATION OPTIONS		
ALTERNATE HP RATINGS FOR DIESEL ENGINE AVAILABLE		INQUIRE
ALTERNATE TIRE SIZES AVAILABLE		INQUIRE
ALTERNATE FRAME, SUSPENSION, REAR AXLE CAPACITIES AVAILABLE		INQUIRE

Quote Worksheet

1. Contract Date:	06/24/19	Quote No.:	528
2. (W)Bank:	CASH	18. (W)ServiceContract:	
3. L, F Name:	CITY OF SALINAS	19. (W)GAP Protection:	
4. (W)City/County/Zip:		20. (W)PPM Plan:	
5. Stock Number:	FT5554	21. APR="0":	
6. M.S.R.P.:	\$ 88,868.00	22. Term="0":	
7. SELLING PRICE:	\$ 74,023.00	23. SalesTax %/Amt:	9.2500% \$ 6,854.99
8. (W)AfterSale/We-Owes:		24. DaysTo/1stPmtDate:	08/08/19
9. Customer Cash Down:		25. **PAYMENT**=====>>	\$ 81,003.49
10. (W)Deferred Payment:			
11. (W)Rebate(s):			
12. (W)Trade(s) 1 & 2:		Sale Subtotal:	\$ 74,023.00
Total Down:		Total Financed:	\$ 81,003.49
13. DOC Fee:	\$ 85.00	Finance Charge:	
14. CA Tire Fee:	\$ 10.50	Total Other Charges:	
15. DMV(F5=RS/F7=FEES):		Total of Payments:	\$ 81,003.49
16. (W)Smog/GVW Fees:		Deferred Price:	
17. (W)Total Fees:	\$ 125.50	Unpaid Balance:	\$ 81,003.49

Command Window

Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.

F3-Sv/Ex

F5-RRcall

F6-Cust

F7-Veh

F8-Trd

F10-Misc

SF11->

2019 F-650 Scelzi 517 Dump



Salinas Valley Ford Trucks
795 Elvee Dr, Salinas, CA, 93901
Office: 831-444-4486

Customer Proposal

Prepared for:

Mr. MANY CAUNTAY
SENIOR BUYER, CITY OF SALINAS

Prepared by:

STEPHEN ROTHSTEIN
Office: 831-444-4486

Date: 06/24/2019

Vehicle: 2019 F-650 Gas Base
Regular Cab





Selected Options

Code	Description	MSRP
Base Vehicle		
F6A	Base Vehicle Price (F6A)	\$58,200.00
Engines		
99Y	6.8L 3V SEFI V10 Gasoline - 320 HP @ 3900 RPM Torque: 460 ft.lbs. @ 3000 rpm.	STD
425	50-State Emissions	N/C
98G	Gaseous Fuel Prep Pack <i>CNG/LPG Engine Prep, Includes Hardened Engine Intake Valves, Exhaust Valves and Valve Seats. NOTE: This package DOES NOT include CNG/LPG fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with a Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/LPG fueled vehicle.</i>	\$365.00
Transmissions		
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, with Park Pawl	STD
41B	Transmission Power Take-Off Provision	\$295.00
Front Wheels & Tires		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
TCG	Tires, Front Two 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Rear Wheels & Tires		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
RCG	Tires, Rear Four 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Brakes		
67J	Hydraulic Brake System - Bosch HydroMax <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver.</i>	Included

Front Axle and Suspension

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

Code	Description	MSRP
43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type WARNING! The selection of this Axle may cause the GVWR to exceed 26,000 lbs., with CDL Implications.	\$685.00
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	\$125.00
Rear Axle and Suspension		
472	17,500 lb. Single-Speed - Dana S17-140 <i>Single reduction with Gentech Quiet Gears, synthetic lube and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68M	Multi-Leaf Springs - 19,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
Wheelbase		
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
Frame		
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI <i>632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>	STD
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	\$490.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	\$245.00
Exhaust		
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>	STD
Fuel Tanks		
65A	Fuel Tank - LH 50 Gallon - Steel	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00

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Selected Options (cont'd)

Code	Description	MSRP
Electrical / Alternator / Battery		
17A	175 Amp Mitsubishi Alternator <i>Extra heavy duty 12 Volt.</i>	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
63A	Battery - One 900 CCA, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
Seats		
881	30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl	\$350.00
Cab Interior		
600A	Preferred Equipment Package 600A <i>Includes: - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Hydraulic Brake System - Bosch HydroMax Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver. - 175 Amp Mitsubishi Alternator Extra heavy duty 12 Volt. - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt - Steering Wheel - Black PVC w/Integral Cruise Control Switches</i>	N/C
90A	Appearance Group <i>Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights. Includes: - Chrome Trimmed Air Registers w/Positive Shut-Off - Power Equipment Group - (Included in (90A) Appearance Group) Includes power front side windows, power door locks and door trim panel.</i>	\$735.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	Included
59F	Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i>	\$125.00
21D	SYNC Media System <i>Includes dash mounted USB 2.0 port and redundant steering wheel SYNC controls.</i>	\$395.00
586	Radio, Electronic Premium AM/FM Stereo, Disc	\$280.00

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Selected Options (cont'd)

Code	Description	MSRP
	<i>With 4 speakers, dash-mounted aux audio input jack and clock and redundant steering wheel audio controls.</i>	
Cab Exterior		
54J	Mirrors, Dual - Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>	\$30.00
Miscellaneous		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Interior Colors		
E_01	Gray	N/C
Primary Colors		
YZ_01	Oxford White	N/C
Upfit Options		
0403	5/7 Dump Scezli <i>5/7 Dump Scezli</i>	\$24,208.00
SUBTOTAL		\$86,873.00
Destination Charge		\$1,995.00
TOTAL		\$88,868.00

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Pricing - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$58,200.00
Options & Colors		\$4,465.00
Upfitting		\$24,208.00
Destination Charge		\$1,995.00
Subtotal		\$88,868.00
<i>Pre-Tax Adjustments</i>		
Code	Description	
2222	GOVERNMENT PRICE CONCESSION	-\$5,700.00
1514	SALINAS VALLEY FORD DISCOUNT	-\$9,145.00
Total		\$74,023.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. MANY CAUNTAY, SENIOR BUYER, CITY OF SALINAS
 By: STEPHEN ROTHSTEIN Date: 06/24/2019



Major Equipment

(Based on selected options, shown at right)

6.8L V-10 SOHC w/SMPI 320hp
TorqShift-G 6 speed automatic w/OD

- * 4-wheel ABS, hydraulic disc brakes
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- * Dual manual mirrors
- * 22.5 x 8.25 white steel disc wheels
- * Message Center
- * Vinyl seats
- * 175 amp alternator
- * Audio control on steering wheel
- * Multi-leaf rear springs
- * Rear axle capacity: 17500 lbs.
- * Rear spring rating: 19000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 49"
- * Right mounted horizontal muffler, Right mounted horizontal tailpipe

Exterior:Oxford White
Interior:Gray

- * 279/82R22.5 G BSW AS tires
- * Tinted glass
- * Bluetooth streaming audio
- * Variable intermittent wipers
- * Tachometer
- * Folding low back driver bucket seat, low back passenger two person bench seat
- * 900 amp single battery
- * Side steps
- * 50.0 gal. left front fuel tank
- * Front axle capacity: 10000 lbs.
- * Front spring rating: 10000 lbs.
- * Frame section modulus: 12.6 cu.in.
- * Cab to axle: 84"
- * Transmission PTO Provision
- * Dual electric horn

Fuel Economy

City
N/A



Hwy
N/A

Selected Options

MSRP

STANDARD VEHICLE PRICE	\$58,200.00
Preferred Equipment Package 600A	N/C
6.8L 3V SEFI V10 Gasoline - 320 HP @ 3900 RPM	STD
50-State Emissions	N/C
Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision, with Park Pawl	STD
Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
Tires, Front Two 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole	STD
Tires, Rear Four 11R22.5G Goodyear Endurance RSA (496 rev/mile)	STD
Hydraulic Brake System - Bosch HydroMax	Included
17,500 lb. Single-Speed - Dana S17-140	STD
Multi-Leaf Springs - 19,000 lb. Cap	STD
158" Wheelbase/84" CA/49" AF/246" OAL	STD
Single Channel - Straight 'C' 12.64 SM, 50,000 PSI	STD
Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter	STD
Fuel Tank - LH 50 Gallon - Steel	STD
12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00

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175 Amp Mitsubishi Alternator	Included
Battery - One 900 CCA, Includes Steel Battery Box	STD
Paint Type - Environmentally Friendly, "3 - Wet System"	STD
Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals	Included
Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals	Included
Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights	Included
Tow Hooks, Front (2) - Frame-Mounted, Painted Black	Included
Floor Covering - Black Vinyl	Included
Intelligent Oil Life Monitor	Included
Steering Column - Tilt	Included
Steering Wheel - Black PVC w/Integral Cruise Control Switches	Included
10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	\$685.00
Taper-Leaf Springs, Parabolic - 10,000 lb. Cap	\$125.00
30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl	\$350.00
Radio, Electronic Premium AM/FM Stereo, Disc	\$280.00
Mirrors, Dual - Rectangular, XL2020 - 102" Width	\$30.00
Gaseous Fuel Prep Pack	\$365.00
Appearance Group	\$735.00

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Chrome Trimmed Air Registers w/Positive Shut-Off . . .	Included
Power Equipment Group - (Included in (90A) Appearance Group)	Included
Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	\$245.00
Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	\$490.00
Four Body Builder Switches - Mounted in Center Instrument Panel	\$125.00
Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined)	\$135.00
Jump Start Stud - Remote Mounted	\$90.00
Transmission Power Take-Off Provision	\$295.00
SYNC Media System	\$395.00
Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
Oxford White	N/C
Gray	N/C
<hr/>	
SUBTOTAL	\$62,665.00
Destination Charge	\$1,995.00
<hr/>	
TOTAL	\$64,660.00

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City of Salinas

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

Legislation Text

File #: ID#19-449, **Version:** 2

Seatec Underground Utilities, Inc. Lease Amendment No.1

Approve a Resolution approving Amendment No. 1 to the ground lease between the City of Salinas and Seatec Underground Utilities, Inc. at the Salinas Municipal Airport.



**CITY OF SALINAS
CITY COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019

DEPARTMENT: PUBLIC WORKS, AIRPORT DIVISION

FROM: DAVID JACOBS, PUBLIC WORKS MANAGER

BY: BRETT J. GODOWN, AIRPORT MANAGER

TITLE: AMENDMENT NO. 1 TO THE LEASE BETWEEN THE CITY OF SALINAS AND SEATEC UNDERGROUND UTILITIES, INC. AT THE SALINAS MUNICIPAL AIRPORT

RECOMMENDED MOTION:

A motion to approve a resolution approving Amendment No. 1 to the ground lease between the City of Salinas and Seatec Underground Utilities, Inc. at the Salinas Municipal Airport.

RECOMMENDATION:

It is recommended City Council approve a resolution approving Amendment No. 1 to the ground lease between the City of Salinas and Seatec Underground Utilities, Inc. at the Salinas Municipal Airport.

BACKGROUND:

On September 28, 2016, Seatec Underground Utilities, Inc. (Seatec) entered into 50-year ground lease agreement with the City of Salinas for 1.174 acres of land located on the Salinas Airport at 467 Airport Blvd. Alan Bikle, President of Seatec desires to construct a 6,000 square foot (sq') aircraft storage hangar. In order to accommodate the 6,000 sq' hangar, additional land adjacent to the original Demised Premise (Lot D) is required. A new lot (D-1) adjacent to Lot D has been created to provide enough room to support the new hangar. Lot D-1, 0.244 acres of land (10,638 sq') is situated along the southern edge of Lot D. In order to allow Mr. Bikle to develop the property, the land must be included in his lease. Additionally, with the construction of this new hangar, the terms, conditions, and obligations set forth in Section 3 - Term, Paragraph C, Capital Improvement Contribution will be satisfied. Lastly, the development will require new ingress and egress routes for aircraft to access the new hangar along with additional automobile parking areas. The development is subject to new Stormwater provisions. The land addition, capital improvement provision, additional pavement areas, and Stormwater provisions have been memorialized in Amendment No. 1.

ANALYSIS:

Lease Terms:

Demised Premises:

The total demised premises encumbered by the ground lease will increase by 10,638 sq.' (0.244 acres) by incorporating Lot D-1. Exhibit A (Legal Description), and Exhibit B (Plat) are attached to this report.

Term:

Following the issuance of the Certificate of Occupancy by the City of Salinas for the new hangar construction, the terms, conditions, and obligations set forth in Section 3 - Term, Paragraph C, Capital Improvement Contribution shall be considered satisfied. No further contribution or action will be required by Lessee or Lessor.

Maintenance and Repair of Premises:

Two new paragraphs will be included in Section 6 – Repair and Maintenance of Premises. The new paragraphs identify maintenance and repair responsibilities for the storm water control measures and new pavement areas that will be built as part of the hangar construction.

Total Rent Due:

Following the issuance of the building permit from the City of Salinas to Lessee, provided the building permit is issued prior to next regularly scheduled rental adjustment on September 1, 2020, rent will be adjusted to \$0.3363 per square foot, which equals \$1,731.31 per month, or \$20,775.75 per annum.

Effective Date:

This Amendment will be effective as of September 1, 2019.

No Further Modifications:

All other provisions, including Rent Adjustments, will remain in full force as per the original lease.

Permit Process:

City ordinance allows this development to be administered through a Site Plan Review. Site Plan Reviews are intended to allow the City to review certain development plans for compliance with Salinas Zoning Regulations and other City ordinances. Site Plan Review streamlines the development review process by replacing costly and time-consuming Planning Commission and City Council reviews with administrative project review and approval by the Community Development Department. Once the Site Plan review is completed, Mr. Bikle will apply for a building permit from the City of Salinas Permit Center.

Airport Commission Recommendation:

At the July 25, 2019 Airport Commission meeting, the Airport Commission recommended City Council move to adopt a resolution approving the First Amendment to the ground lease between the City of Salinas and Seatec Underground Utilities Inc.

CEQA/NEPA CONSIDERATION:

The City of Salinas has determined that the proposed action is statutorily exempt as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15268(a)).

STRATEGIC PLAN INITIATIVE:

This action supports the City Council's Strategic Plan Goals for Economic Diversity and Prosperity.

DEPARTMENTAL COORDINATION:

The City of Salinas Airport Facility Lease was reviewed as to form by the City Attorney. Community Development processed and approved the Site Plan Review (2019-004) application. Permit Services will coordinated the building permit process.

FISCAL AND SUSTAINABILITY IMPACT:

The execution of this amendment lease will result in a positive financial impact of \$3,577.00 per year to the Airport Enterprise Fund.

ATTACHMENTS:

First Amendment to the ground lease between the City of Salinas and Seatec Underground Utilities Inc.

Original Lease between the City of Salinas and Seatec Underground Utilities Inc.

Exhibit A – Lot D-1 Legal Description

Exhibit B – Lot D-1 Plat

FAA – Final Determination

Stormwater Control Plan Report and Operations & Maintenance (O&M) Plan

Resolution - Resolution approving Amendment No. 1 to the lease between the City of Salinas and Seatec Underground Utilities Inc. at the Salinas Municipal Airport

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

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE GROUND LEASES BETWEEN THE CITY OF SALINAS AND SEATEC UNDERGROUND UTILITIES, INC. AT THE SALINAS MUNICIPAL AIRPORT

WHEREAS, on September 28, 2016, by way of Resolution No. 21054, Seatec Underground Utilities, Inc. (Seatec) entered into a 50-year ground lease (Original Lease) with the City of Salinas for 1.174 acres of land located on the Salinas Airport at 467 Airport Blvd.; and

WHEREAS, Seatec desires to construct a 6,000 square foot aircraft storage hangar to base additional aircraft; and

WHEREAS, the development of said aircraft hangar requires additional land; and

WHEREAS, to accommodate the development of the 6,000 square foot aircraft storage hangar, an additional .0244 acres of land (Lot D-1) will be added in the demised premise; and

WHEREAS, as per the Original Lease, Seatec was obligated to invest \$200,000.00 into capital improvements over the term of the lease; and

WHEREAS, with the construction of this new hangar, the terms, conditions, and obligations set forth in Section 3 - Term, Paragraph C, Capital Improvement Contribution will be satisfied; and

WHEREAS, at the July 25, 2019 Airport Commission meeting, the Airport Commission recommended City Council move to approve Amendment No. 1 to the Ground Lease between the City of Salinas and Seatec; and

NOW, THEREFORE, that the Mayor of Salinas be and is hereby authorized and directed, for and on behalf of the City of Salinas to execute the attached Amendment No. 1 to the Ground Lease between the City of Salinas, a municipal corporation, and Seatec:

PASSED AND APPROVED this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**FIRST AMENDMENT TO
GROUND LEASE**

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (“Amendment”), made and entered into this 27th day of August, 2019, by and between the City of Salinas, a California charter city and municipal corporation of the State of California (“Lessor”) and SEATEC UNDERGROUND UTILITIES, INC., a California Corporation (“Lessee”).

RECITALS

WHEREAS, Lessor and Lessee previously entered into a Ground Lease (“Lease”) that was approved by Lessor on September 20, 2016 for certain real property (the “Leased Premises”) as more particularly described in the Lease; and

WHEREAS, Lessor and Lessee, subject to the terms and conditions set forth below, desire to amend the Lease to expand the size of the Original Demised Premises by adding approximately 0.244 acres of land (10,638 square feet) for the construction of a 6,000 square foot aeronautical storage hangar; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment to memorialize these changes; and

WHEREAS, all terms not expressly defined herein shall have the same meaning as defined in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations, and warranties contained in this Amendment, the parties agree to enter into this transaction based on the following terms and conditions:

1. **Demised Premises.** Lessee desires to expand the total Demised Premises by incorporating Lot D-1, a 0.244 acres (10,638 square feet) parcel of land, which is more fully described on Exhibit A (Legal Description), and Exhibit B (Plat) both of which are attached hereto and incorporated herein by reference.

2. **Term.** Following the issuance of the Certificate of Occupancy by the City of Salinas for the new hangar construction, the terms, conditions, and obligations set forth in Section 3 - Term, Paragraph C, Capital Improvement Contribution shall be considered satisfied. No further contribution or action will be required by Lessee or Lessor.

3. **Maintenance and Repair of Premises.** Two new paragraphs are included in Section 6 – Repair and Maintenance of Premises to read as follows:

“Lessee agrees to maintain all storm water control measures constructed by Lessee in connection with the Demised Premises as identified in the Stormwater Control Plan Report and

Operations and Maintenance (O&M Plan) for SEATEC Aircraft Hangar of which are attached hereto and incorporated herein by reference. In addition Lessee agrees to maintain the Stormwater control measures in good order and repair and to keep said measures in a neat, clean and orderly condition, the Lessee agrees to maintain the Stormwater Control Measures as per Exhibit B2, Maintenance Procedures and Schedule, and to implement a Self-Inspection and Maintenance Program as outlined on Exhibit B3 of the Operation and Maintenance (O&M) Plan. Lessee shall provide Lessor an inspection record copy annually with the first record being delivered on December 31, 2020.”

“Lessee agrees to maintain all taxiways, ramp, aprons (“pavements”) constructed by Lessee in connection with the expansion of the Demised Premises. Pavements shall be constructed and maintained in a manner so as to not negatively impact or encumber pavements and areas adjacent to the Demised Premises.

4. **Total Rent Due.** The first sentence of Section 4 – Rental, Paragraph B (1) is replaced to read as follows:

Following the effective date of this Amendment but prior to the issuance of the building permit for the construction of the 6,000 square foot aeronautical storage hangar from the City of Salinas to Lessee, Lessee shall continue to remit payment to the City of Salinas in the amount established by the Original Lease. Following the issuance of the building permit from the City of Salinas to Lessee, provided the building permit is issued prior to next regularly scheduled rental adjustment on September 1, 2020, rent shall be payable, at the option of the Lessee, in either annual or equal monthly installments, at the annual rate of \$0.3363 per square foot, which equals \$1,731.31 per month, or \$20,775.75 per annum.

The next scheduled rental adjustment as per Section 4 – Rental, Paragraph B (2) will occur on September 1, 2020.

7. **Effective Date.** This Amendment shall be effective as of September 1, 2019.

8. **No Further Modifications.** Except as expressly modified herein, all other provisions of the Lease shall remain in full force and effect without amendment or modification.

(Signatures contained on following page)

In Witness Whereof, the undersigned have executed this Lease Amendment to Ground Lease as of the dates written below.

LESSOR:

CITY OF SALINAS

Joe Gunter, Mayor

Dated: _____

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Dated: _____

ATTEST:

Patricia M. Barajas, City Clerk

Dated: _____

RECOMMENDED FOR APPROVAL:

Brett J. Godown, Airport Manager

Dated: _____

LESSEE:

SEATEC UNDERGROUND UTILITIES, INC.

Alan Bikle, President

Dated: _____

EXHIBIT A

MAP OF LEASED PREMISES

(see attached document)



Exhibit "A"

LEGAL DESCRIPTION

Lot D-1, SEATEC Lease Parcel
Salinas Municipal Airport

Certain real property, situate in the City of Salinas, County of Monterey, State of California, particularly described as follows:

Being a portion of that certain 155.14 acre tract of land recorded in Volume 684 of Deeds, at Page 403, Official Records of Monterey County, more particularly described as follows:

BEGINNING at the most southerly corner of that certain 1.174 acre parcel designated as Lot D as leased to Gomes Farm Air Service, Inc. by Salinas, a Municipal Corporation by Lease Agreement as recorded in Reel 3149 at Page 1007, Official Records of Monterey County, from which the most easterly corner of said Lot D along a fence line bears N 32° 35' 42" E, 184.36 feet distant; thence from said **POINT OF BEGINNING**

- 1) S 32° 35' 42" W, 22.35 feet to an angle point; thence
- 2) N 83° 54' 00" W, 212.19 feet to an angle point; thence
- 3) S 6° 06' 00" W, 30.00 feet to an angle point; thence
- 4) N 83° 54' 00" W, 106.13 feet to an angle point; thence
- 5) N 32° 13' 00" W, 63.72 feet to a point on the southerly boundary of said Lot D; thence running along said southerly boundary
- 6) S 83° 54' 00" E, 367.80 feet to the **POINT OF BEGINNING**.

Containing an area of 0.244 acres or 10,638 square feet, more or less and shown on the attached Exhibit "B".

END OF DESCRIPTION

This real property description has been prepared by Me, or under my direction, in conformance with the Professional Land Surveyor's Act.

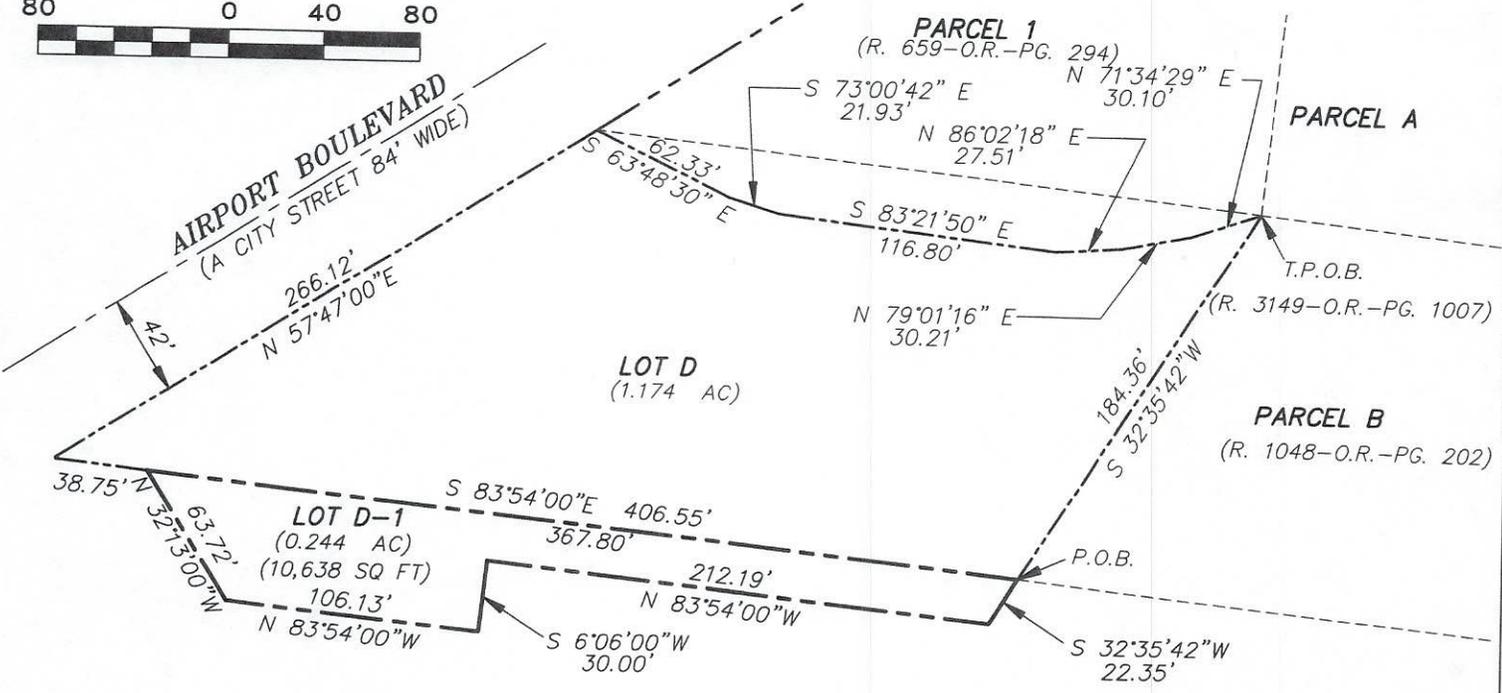
Signature _____

Date 2/15/19





AIRPORT BOULEVARD
(A CITY STREET 84' WIDE)



LOT D
(1.174 AC)

LOT D-1
(0.244 AC)
(10,638 SQ FT)

SALINAS MUNICIPAL AIRPORT

LEGEND:

-  LEASE PARCEL
-  ADJACENT PROPERTY BOUNDARY LINE
-  CENTERLINE OF ROAD
-  OLD LOT LINE



EXHIBIT "B" PLAT

OF
LOT D-1, SEATECH LEASE PARCEL
SALINAS MUNICIPAL AIRPORT
CITY OF SALINAS, MONTEREY COUNTY
CALIFORNIA

JOB NO. 1888-01

DATE: FEBRUARY 2019

SCALE: 1"=80'



LANDSET
ENGINEERS, INC.

520-B Crazy Horse Canyon Road
Salinas, California 93907
Office (831) 443-6970 Fax (831) 443-3801
www.landseteng.com



**Stormwater Control Plan Report
and
Operation & Maintenance (O&M) Plan**

For
SEATEC AIRCRAFT HANGAR

01/25/19

SEATEC UNDERGROUND UTILITIES
MR. ALAN BIKLE
467 AIRPORT BOULEVARD
SALINAS, CA 93905
(831) 771-1905

Prepared by:
LANDSET ENGINEERS, INC.
520-B CRAZY HORSE CANYON ROAD
SALINAS, CA 93907
(831) 443-6970

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OPERATION & MAINTENANCE (O&M) PLAN -

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FIGURES

A1 -Site Topographic Map
A2 -Site Plan
A3 -Infiltration Feasibility Worksheet
A4 -Threshold Determination Spreadsheet
A5 -Threshold Determination Exhibit
A6 -Drainage Management Area
A7 -Calculations for BMP Sizing
A8 -Facility Construction Details
B1 -Design Specifications
B2 - Maintenance Procedures & Schedule
B3 - Self Inspection and Maintenance Form

STORM WATER CONTROL PLAN -

I – Project Data

Project Name/Number	SEATEC AIRCRAFT HANGAR, JOB No. 1888-01
Permit Number	B
Project Location	467 Airport Boulevard, Salinas, CA 93905
Project Assessor's Parcel Number	003-863-036 (Salinas Airport)
Zoning	IBP – Industrial – Business Park
Legal Description	Lot D Lease Parcel, Portion of 115.14 acre Tract recorded in Vol. 684-Deeds-Pg. 403 within the City of Salinas.
Project Type and Description	PROPOSED NEW AIRCRAFT HANGAR BUILDING, PAVED ROAD AND MANEUVERING, AND SERVICE UTILITIES
Total Project Site Area	0.4449 acres
Total New Impervious Surface Area	9,384 sq. ft.
Total Replaced Impervious Surface Area	4,520 sq. ft.
Total Pre-Project Impervious Surface Area	6,724 sq. ft.
Total Post-Project Impervious Surface Area	13,904 sq. ft.
Infiltration Rate	Use 0.3 in/hr for design
Depth of groundwater	Not found per Soil Engineering Investigation boring logs
Depth to an impervious layer	Not found per Soil Engineering Investigation boring logs
Geotechnical hazards	None
Vegetative cover and trees	None
Manner that runoff is conveyed to receiving water	Treated storm water before discharge to Airport's storm drain system
Presence of unique Geology	Native soils underlying the site consist of several feet of a very fine sandy loam (0-2') underlain by a lean clay (2-5') underlain by a sandy loam (5'+). Soil Conservation Service designation AeA – Antioch Series.

II - Existing Site Features and Conditions

The site project size is 18,855 sq. ft., and is irregular in shape. The site is bounded by the Salinas Municipal Airport development to the east and south, and with Airport Boulevard to the northwest. Approx. 25% of the site is currently covered by an existing impervious surface (asphalt concrete pavement) with the remainder undeveloped, with natural grass vegetative cover. It is currently being used as a vehicular parking lot. The overall site is fairly flat with artificial low points created for the site drainage, which is collected by three catch basins and piped to the south to a catch basin located adjacent to the north taxiway (westerly run-up area) of Runway 8-26. There are no hydrologic features such as natural areas, wetlands, watercourses, seeps or springs on the site project.

III - Project description

All work shall be in conformance with the City of Salinas Storm Water Development Standards for New and Redevelopment Projects, dated December 2013. Proposed site development will consist of the construction of an approximate 6,000 sq. ft. steel framed Aircraft Hangar building. Other proposed improvements will consist of road access/vehicle storage and apron/maneuvering areas, underground utilities and site surface drainage and landscaping. This project will create 9,384 sq.ft. of new impervious area. The new development encompasses the entire site project and has been divided into four drainage management areas (DMA's). This project falls into Requirement 3 (more than 5,000 sq.ft. and less than 15,000 sq.ft. of new or replaced impervious surface) and is subject to Treatment for the total new and replaced impervious area of 13,904 sq.ft. with no requirement for Runoff Reduction and/or Peak Management.

This project shall incorporate under section 2.2.1 requirement 1, the following LID principles and storm water BMP's:

- 1 a-minimize impervious areas (less than 75% of the total job site area).
- 1 c-minimize compaction of highly permeable soils
- 1 d-limit clearing and grading of native vegetation to the minimum needed to build the project
- 2b-landscaping that minimizes irrigation and runoff that promotes surface infiltration and minimizes the use of pesticides and fertilizers.

This project shall incorporate under section 2.2.3 requirement 3, the following:

- 2-3- Non retention based treatment system
- 2-6- Storm Water Control Plan, and
- 2-7- O & M Plan for flow control and treatment BMP's.

IV - Storm Water Treatment

Drainage Management Area 1 consists of the new improvements (Hangar building), and shall be collected and routed to a level spreader swale for a sheet flow to a Vegetated Filter Strip 1 located along the westerly side of the building hangar for the required project treatment design. The Vegetated Filter Strip will be 40' long and 8' wide with a variable slope from 1% to 4%. Roof water shall be collected and outletted into rain water leaders outletting into the said level spreader swale. The treated storm water from the Vegetated Filter Strip facility will be routed by an earth drainage swale to an existing catch basin located at the southerly corner of the building Hangar.

Drainage Management Area 2 consists of new improvements (paved access and vehicle storage) and shall be routed by sheet flow to a Vegetated Filter Strip 2 located at the southerly side of the paved road for the required project treatment design. The Vegetated Filter Strip will be 150' long and 8' wide with a 1% slope. The treated storm water from the Vegetated Filter Strip will sheet flow to an existing pervious area before outletting to an existing catch basin located at the south of the landscape area at the northerly side of the existing airport perimeter access road.

Drainage Management Area 3 consists of new improvements (Hangar Building and paved apron/maneuvering area and a portion of the airport perimeter access road) and shall be routed by sheet flow to a Vegetated Filter Strip 3 located along the southerly side of the apron/maneuvering area for the required project treatment design. The Vegetated Filter Strip will be 93' long and 8' wide with a 1% slope. The treated storm water from the Vegetated Filter Strip will sheet flow to an existing pervious area before outletting to an existing catch basin located adjacent to the north taxiway (westerly run-up area) of Runway 8-26.

Drainage Management Area 4 consist of new improvements (Hangar building) and shall be collected and routed to an adjacent new landscape area for self-treatment. The roof area draining to this landscape area is the minimum possible, approximately 1,500 square feet.

V- Opportunities and Constraints for Stormwater Control

Existing airport storm drain system to drain into. All on-site storm water will be routed to this.

Due to the site characteristics, in order to facilitate the access to the new hangar, the proposed Vegetated Filter Strips are being designed to efficiently catch and treat 100% of the total new and replaced impervious surface area.

VI- Source Control Measures

-Pollutants listed as impaired under 2006 CWA section 303(d) for Region 3 type R, Alisal Creek (Salinas): Fecal Coliform (Urban runoff/Storm sewers) and Nitrate (Source unknown).

-Pollutants associated with the land use type of development: Pathogens, Nutrients, Pesticides, Organic compounds, Sediments, Oxygen demanding substances, and oil & grease.

-Pollutants expected to be generated by activities occurring on site: Nutrients, Pesticides, Sediments, Trash & debris, and Oil & grease.

The hydrologic benefits include the runoff quality. Control and reduction of the delivery of pollutants from the site to the receiving water body.

VII-Owner's Certification

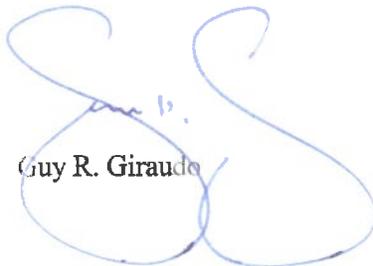
I have reviewed the Storm Water Control Plan prepared by LandSet Engineers; I am fully aware of this document and will implement the facilities and devices needed as shown. To the best of my knowledge, the project design meets the applicable criteria, and minimum requirements in the City of Salinas Storm Water Development Standards.

Mr. Alan Bikle

VIII-Engineer's Statement of Compliance

This Stormwater Control Plan is in compliance with the current edition of the Stormwater Quality Requirements of the NPDES Municipal Stormwater Permit and Stormwater Management and Discharge Control Ordinance. The site Design/Runoff Reduction and Water Quality Treatment Requirements pursuant to The City of Salinas Stormwater Development Standards for New and Redevelopment Projects, 2013, have been met on-site.

Approved by:


Guy R. Giraud



OPERATION & MAINTENANCE (O&M) PLAN FOR FLOW CONTROL AND TREATMENT BMP's –

VIII- Facilities to be Maintained

There will be drainage collected and routed to a 3 Vegetated Filter Strips for treatment. The Vegetated Filter Strips will be 8' wide and 1% slope min.

- a) **Facility description:** This project will employ the use of a 3 Vegetated Filter Strips for the treatment of the runoff of the new road, maneuvering and building areas.
- b) **Facility locations and Drainage Management Areas:** See Figures A2, A5-A7, & A10
- c) **Facility design specifications:** See figure B1
- d) **Facility construction details:** See figure A8

IX- Schedule of Recommended Maintenance Activities & Checklist

See Figure B2

X- Self Inspection and Maintenance Form

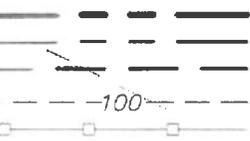
See Figure B3

FIGURES

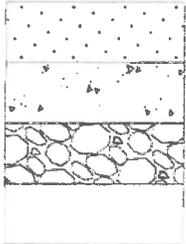
- A1 – Site Topographic Map
- A2 – Site Plan
- A3 – Infiltration Feasibility Worksheet
- A4 – Threshold Determination Spreadsheet
- A5 – Threshold Determination Exhibit
- A6 – Drainage Management Areas
- A7 – Calculations for BMP sizing
- A8 – Facility Construction Details
- B1 – Design Specifications
- B2 – Maintenance Procedures and Schedule
 - a) Bio-filtration Basin
- B3 – Self Inspection and Maintenance Form



LEGEND:



PROPERTY BOUNDARY LINE
ADJACENT PROPERTY BOUNDARY LINE
BUILDING SETBACK
MINOR CONTOUR LINE (1' INTERVAL)
FENCE (TYPE AS MARKED)



ASPHALT CONCRETE SURFACE
PORTLAND CEMENT CONCRETE SURFACE
GRAVEL SURFACE
NATURAL GROUND SURFACE/
LANDSCAPED AREA

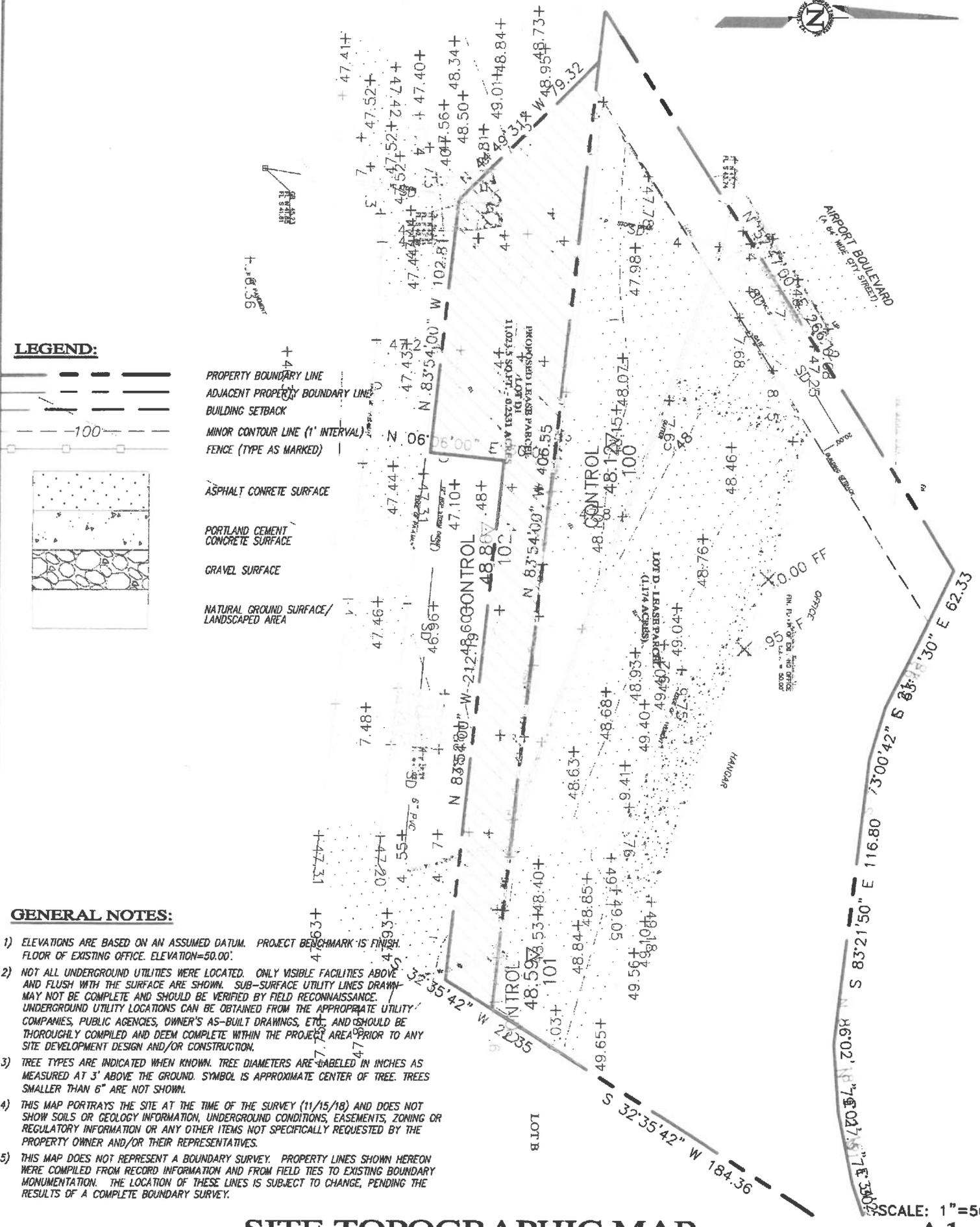
GENERAL NOTES:

- 1) ELEVATIONS ARE BASED ON AN ASSUMED DATUM. PROJECT BENCHMARK IS FINISH FLOOR OF EXISTING OFFICE. ELEVATION=50.00'
- 2) NOT ALL UNDERGROUND UTILITIES WERE LOCATED. ONLY VISIBLE FACILITIES ABOVE AND FLUSH WITH THE SURFACE ARE SHOWN. SUB-SURFACE UTILITY LINES DRAWN MAY NOT BE COMPLETE AND SHOULD BE VERIFIED BY FIELD RECONNAISSANCE. UNDERGROUND UTILITY LOCATIONS CAN BE OBTAINED FROM THE APPROPRIATE UTILITY COMPANIES, PUBLIC AGENCIES, OWNER'S AS-BUILT DRAWINGS, ETC. AND SHOULD BE THOROUGHLY COMPILED AND DEEM COMPLETE WITHIN THE PROJECT AREA PRIOR TO ANY SITE DEVELOPMENT DESIGN AND/OR CONSTRUCTION.
- 3) TREE TYPES ARE INDICATED WHEN KNOWN. TREE DIAMETERS ARE LABELED IN INCHES AS MEASURED AT 3' ABOVE THE GROUND. SYMBOL IS APPROXIMATE CENTER OF TREE. TREES SMALLER THAN 6" ARE NOT SHOWN.
- 4) THIS MAP PORTRAYS THE SITE AT THE TIME OF THE SURVEY (11/15/18) AND DOES NOT SHOW SOILS OR GEOLOGY INFORMATION, UNDERGROUND CONDITIONS, EASEMENTS, ZONING OR REGULATORY INFORMATION OR ANY OTHER ITEMS NOT SPECIFICALLY REQUESTED BY THE PROPERTY OWNER AND/OR THEIR REPRESENTATIVES.
- 5) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. PROPERTY LINES SHOWN HEREON WERE COMPILED FROM RECORD INFORMATION AND FROM FIELD TIES TO EXISTING BOUNDARY MONUMENTATION. THE LOCATION OF THESE LINES IS SUBJECT TO CHANGE, PENDING THE RESULTS OF A COMPLETE BOUNDARY SURVEY.

SITE TOPOGRAPHIC MAP

A1

SCALE: 1"=50'

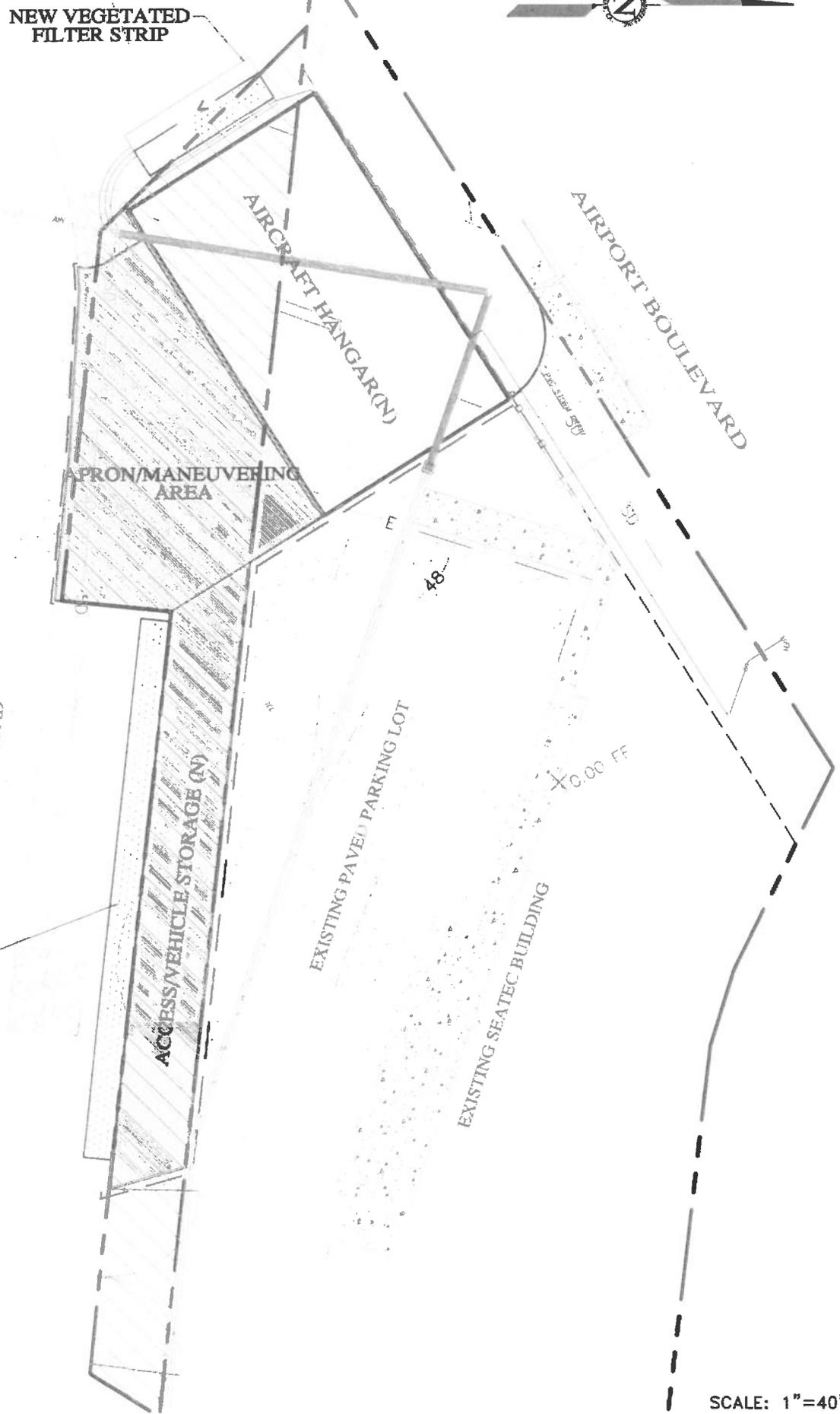




NEW VEGETATED
FILTER STRIP

NEW VEGETATED
FILTER STRIP

NEW VEGETATED
FILTER STRIP



SITE PLAN

SCALE: 1"=40'
A2

Infiltration Feasibility Worksheet

City of Salinas

Stormwater Development Standards

Complete this worksheet for Projects subject to Requirement 3 to determine the feasibility of treating the stormwater runoff generated by the 85th percentile storm event through either direct or indirect infiltration BMPs.

Complete this worksheet for Projects subject to Requirement 4 to determine the feasibility of treating and retaining the stormwater runoff generated by the 95th percentile storm event by employing direct or indirect infiltration BMPs. Size BMP(s) selected by following the procedures in Section 4 of the City of Salinas Stormwater Development Standards for New Development and Redevelopment Projects.

If infiltration feasibility differs among the project Drainage Management Areas (DMAs), this worksheet shall be filled out for each condition.

This Infiltration Feasibility worksheet identifies conditions on project sites, other than infiltration rates, that would prohibit infiltration. For projects with low design infiltration rates, where infiltration is deemed feasible by this worksheet, the project will be designed to permit incidental disposal but shall not be intended for total infiltration of stormwater runoff.

1. Enter Project Data.

- 1.1 Project Name: SEATEC AIRCRAFT HANGAR
- 1.2 Project Address: 467 AIRPORT BOULEVARD, SALINAS, CA 93905
- 1.3 Applicant/Agent Name: ALAN BIKLE
- 1.4 Applicant/Agent Address: 467 AIRPORT BOULEVARD, SALINAS, CA 93905
- 1.5 Applicant/Agent Email: alan@seatec.us Applicant / Agent Phone: (831) 771-1905
- 1.6 Evaluated DMA(s): 4

2. Evaluate infiltration feasibility.

Check "Yes" or "No" to indicate whether the following conditions apply to the project. If "Yes" is checked for any question, then infiltration is infeasible, and you can continue to Item 3.1 without answering any further questions in Section 2. If all of the answers in Section 2 are "No," then infiltration is feasible. If infiltration is infeasible, STOP after Section 3. If infiltration is feasible, proceed to Section 4 to determine direct infiltration feasibility. If all of the answers in Section 4 are "No," then direct infiltration is feasible.

- | | Yes | No |
|--|--------------------------|-------------------------------------|
| 2.1 Would infiltration facilities at this site conflict with the location of existing or proposed underground utilities or easements, or would the siting of infiltration facilities at this site result in their placement on top of underground utilities, or otherwise oriented to underground utilities, such that they would discharge to the utility trench, restrict access, or cause stability concerns? (If yes, attach evidence documenting this condition.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2.2 Is there a water well within 100 feet of the location where an infiltration device would be constructed? (If yes, attach map showing the well.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2.3 Would construction of an infiltration device require that it be located less than 100 feet away from a septic system, other potential underground source of pollution, or less than 500 feet away from an underground fuel tank with hazardous materials? (If yes, attach evidence documenting this claim.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2.4 Is there a seasonal high groundwater that would be within 5 feet of the base of an infiltration device constructed on the site? (If yes, attach documentation of high groundwater.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2.5 Is there a documented concern that there is a potential on the site for soil or groundwater pollutants to be mobilized or is there any known groundwater contamination plume that could be further dispersed by infiltration at the subject location? If known contaminated plume is within 500 feet, evaluate to determine mobilization concern. (If yes, attach documentation of mobilization concerns.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Infiltration Feasibility Worksheet

- 2.6 Do local water district or other agency's policies or guidelines regarding the locations where infiltration may occur, the separation from seasonal high groundwater, or setbacks from potential sources of pollution prevent infiltration devices from being implemented at this site? (If yes, attach evidence documenting this condition.)

Yes No

3. Results of Feasibility Determination

- 3.1 Based on the results of the Section 2 feasibility analysis, infiltration is (check one):

Infeasible Feasible

If infiltration is feasible, proceed to Section 4 to determine if Direct Infiltration is feasible. If infiltration is infeasible, stop here.

4. Is Direct Infiltration Feasible?

Yes No

- 4.1 Is there a seasonal high groundwater that would be within 10 feet of the base of an infiltration device constructed on the site? (If yes, attach documentation of high groundwater.)
- 4.2 Are there land uses that pose a high threat to water quality – including but not limited to industrial and light industrial activities, high vehicular traffic (i.e., 25,000 or greater average daily traffic on a main roadway or 15,000 or more average daily traffic on any intersecting roadway), automotive repair shops, car washes, fleet storage areas, or nurseries? (If yes, attach evidence documenting this claim.)
- 4.3 Is there a significant potential for spills or highly polluted runoff to be conveyed to the infiltration system?
- 4.4 Is there a water well within 150 feet of the location where an infiltration device would be constructed? (If yes, attach map showing the well.)
- 4.5 Would construction of an infiltration device require that it be located less than 150 feet away from a septic system, other potential underground source of pollution? (If yes, attach evidence documenting this claim.)

5 Results of Direct Infiltration Feasibility Determination

Infeasible Feasible

- 5.1 Based on the results of the Section 4 feasibility analysis, direct infiltration is (check one):

Name of Applicant (Print)

Name of Applicant (Sign)

Date

Project Name: 1888 - SEATEC HANGAR

Street address: 467 AIRPORT BOULEVARD

APN:

Project Type: Commercial

Project Site Area: 19,381 ft2

Pre-Project Impervious Area: 6,724 ft2

Unchanging Impervious Area: 2,204 ft2

Post-Project Impervious Area: 16,108 ft2

Unchanging Pervious Area: - ft2

Note: Applicant may use the 'All' category or provide details, except 'Turf' must be listed separately.

Impervious Area

	New	Replaced
Building Footprint:	1,480 ft2	4,520 ft2
Parking:	7,904 ft2	
Driveways:	- ft2	
Patios:	- ft2	
Sidewalks:	- ft2	
All or Other:	- ft2	
Total:	9,384 ft2	4,520 ft2
Total New and Replaced Impervious Area:	13,904 ft2	

New impervious area is impervious area placed on existing pervious area and replaced impervious area is where existing impervious area is modified.

Pervious Area

	New	Replaced
Turf:		
Landscaping:	- ft2	1,009 ft2
Parking:	- ft2	- ft2
Driveways:		- ft2
Patios:		- ft2
Sidewalks:		- ft2
All or Other, except Turf:		2,264 ft2
Total:	-	3,273 ft2
Total New and Replaced Pervious Area:	3,273 ft2	

New pervious area is pervious area placed on existing impervious area and replaced pervious area is where existing pervious area is modified.

Conclusion

Is the project in an Urban Sustainability Area? No

Is there existing detention on the site? No

Applicable Requirement: 1 & 3

Impervious Area for Treatment Design: 16,108 ft2

Impervious Area for Peak Management: None ft2

Impervious Area for Runoff Reduction: None ft2

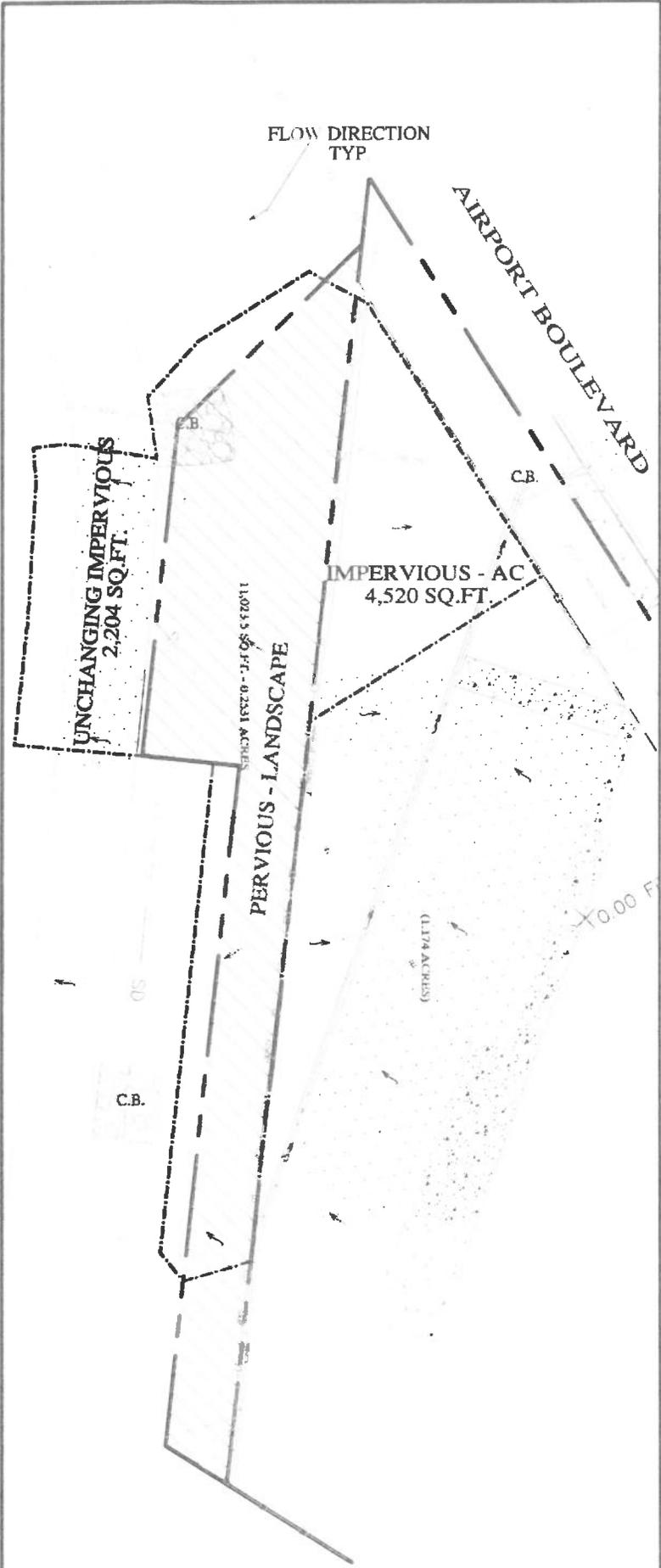
See Section 4 for calculation procedures

Area check, set F11+E24+C37-C11=0: -

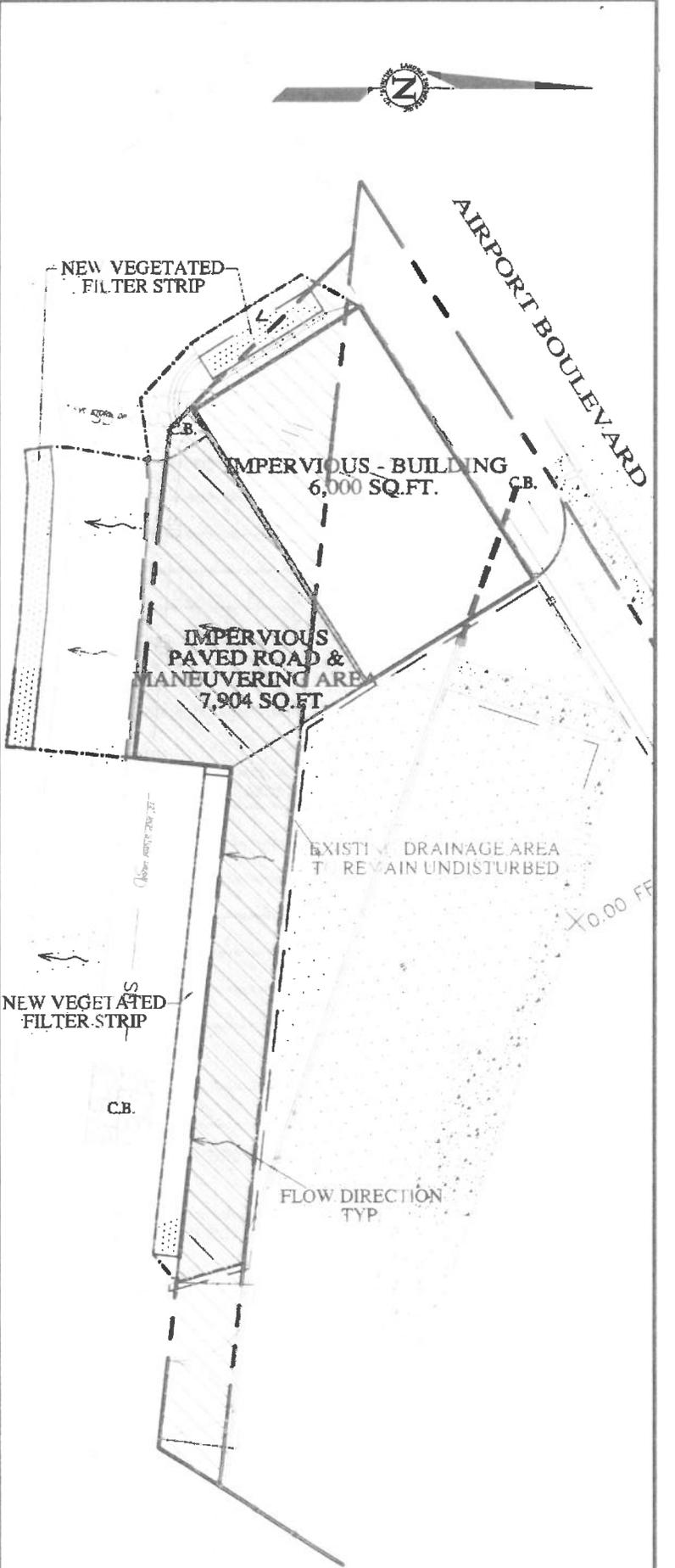
Area check, set C9-C11-E37-C24≥0: -

Area check, set C9-C13-E39≥0: -

Land disturbance estimate: 17,177 ft2



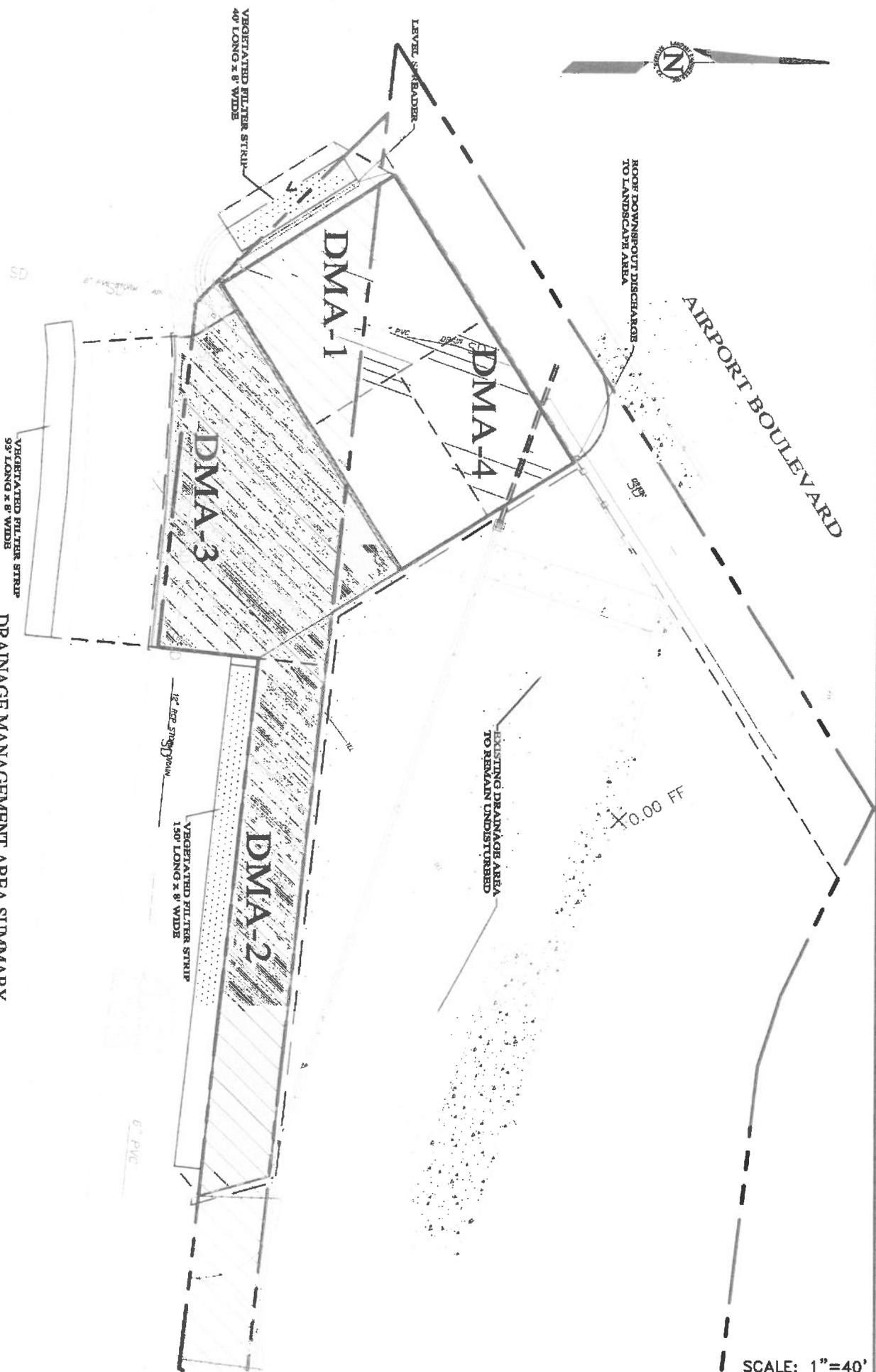
PRE-DEVELOPMENT/TOPO MAP



POST-DEVELOPMENT

THRESHOLD DETERMINATION EXHIBIT

SCALE: 1"=50'
A5



DRAINAGE MANAGEMENT AREA SUMMARY

DMA	AREA (SQ.FT.)	BMP
1	3,835	VEGETATED FILTER STRIP
2	4,387	VEGETATED FILTER STRIP
3	9,659	VEGETATED FILTER STRIP
4	1,500	LANDSCAPE AREA
TOTAL	19,381	

DRAINAGE MANAGEMENT AREAS

SCALE: 1"=40'
A6

Salinas Stormwater Development Standards

Drainage Management Area 1

Project Name:	1888 - SEATEC HANGAR
SWDS Requirement Set	Requirement 3
Treatment Type	Flow Based
BMP Tributary Area	3835 ft ²
Surface Area within BMP	320 ft ²
Design Infiltration Rate	0.3 in/hr (enter "infeasible" or value) Value used will be value equal to or less than design value from table.

Land Cover	Area	C-Value	CA
Impervious areas including roofs (including green roofs), pavements and areas with impermeable barriers	3000	1	3000
BMPS (to account for directly incident rainfall) (excluding green roofs)	320	1	320
Crushed aggregate	0	0.4	0
Sod (turf) and areas with non-amended hydrologic soil group D soils	0	0.35	0
Other pervious area	515	0.1	51.5
	3835	0.8791	3371.50

For Flow Based Treatment

Flow Based Treatment BMP Type	Vegetated Filter Strip
Filter Strip Length	40 ft
Slope	0.010 ft/ft
Flow Control Level Spreader Type	Sheet Flow
BMP Tributary Area	3371.50 ft ²
Water Quality Flow Rate (WQF)	0.015 cfs
Minimum Length of Vegetated Filter Strip	0.31 ft
Width of Filter Strip	8.00 ft

Salinas Stormwater Development Standards

Drainage Management Area 2

Project Name:	1888 - SEATEC HANGAR
SWDS Requirement Set	Requirement 3
Treatment Type	Flow Based
BMP Tributary Area	4387 ft ²
Surface Area within BMP	1200 ft ²
Design Infiltration Rate	0.3 in/hr (enter "infeasible" or value) Value used will be value equal to or less than design value from table.

Land Cover	Area	C-Value	CA
Impervious areas including roofs (including green roofs), pavements and areas with impermeable barriers	3133	1	3133
BMPS (to account for directly incident rainfall) (excluding green roofs)	1200	1	1200
Crushed aggregate	0	0.4	0
Sod (turf) and areas with non-amended hydrologic soil group D soils	0	0.35	0
Other pervious area	54	0.1	5.4
	4287	0.9865	4198.41

For Flow Based Treatment

Flow Based Treatment BMP Type	Vegetated Filter Strip
Filter Strip Length	150 ft
Slope	0.010 ft/ft
Flow Control Level Spreader Type	Sheet Flow
BMP Tributary Area	4338.40 ft ²
Water Quality Flow Rate (WQF)	0.020 cfs
Minimum Length of Vegetated Filter Strip	0.40 ft
Width of Filter Strip	8.00 ft

Salinas Stormwater Development Standards

Drainage Management Area 3

Project Name:	1888 - SEATEC HANGAR
SWDS Requirement Set	Requirement 3
Treatment Type	Flow Based
BMP Tributary Area	9659 ft ²
Surface Area within BMP	744 ft ²
Design Infiltration Rate	0.3 in/hr (enter "infeasible" or value) Value used will be value equal to or less than design value from table.

Land Cover	Area	C-Value	CA
Impervious areas including roofs (including green roofs), pavements and areas with impermeable barriers	8475	1	8475
BMPS (to account for directly incident rainfall) (excluding green roofs)	744	1	744
Crushed aggregate	0	0.4	0
Sod (turf) and areas with non-amended hydrologic soil group D soils	0	0.35	0
Other pervious area	440	0.1	44.0
	9659	0.9590	9263.00

For Flow Based Treatment

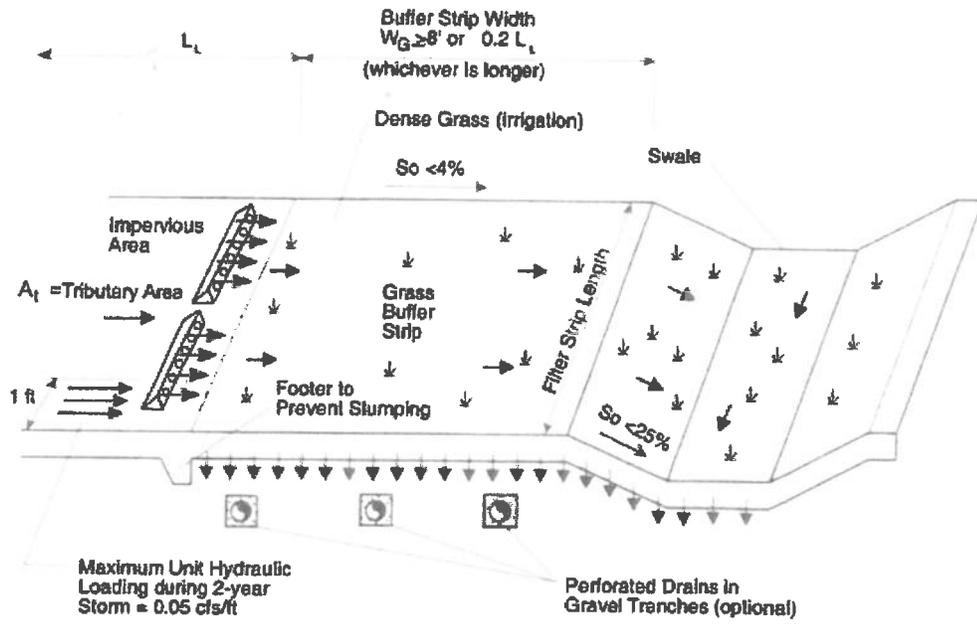
Flow Based Treatment BMP Type	Vegetated Filter Strip
Filter Strip Length	93 ft
Slope	0.010 ft/ft
Flow Control Level Spreader Type	Sheet Flow
BMP Tributary Area	9263.00 ft ²
Water Quality Flow Rate (WQF)	0.043 cfs
Minimum Length of Vegetated Filter Strip	0.85 ft
Width of Filter Strip	8.00 ft

Salinas Stormwater Development Standards

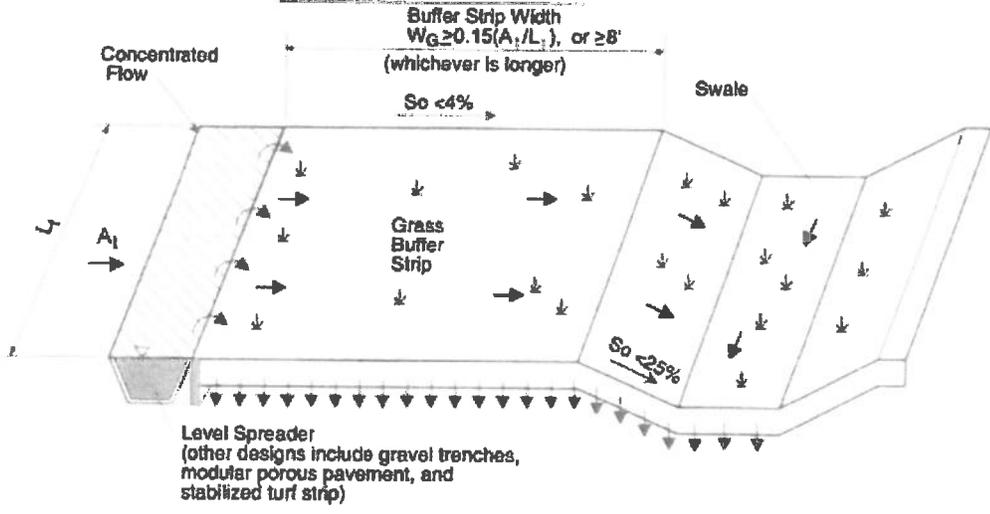
Drainage Management Area 4

Project Name:	1888 - SEATEC HANGAR
SWDS Requirement Set	Requirement 3
Treatment Type	Untreated
BMP Tributary Area	1500 ft ²
Surface Area within BMP	0 ft ²
Design Infiltration Rate	0.3 in/hr (enter "infeasible" or value) Value used will be value equal to or less than design value from table.

Land Cover	Area	C-Value	CA
Impervious areas including roofs (including green roofs), pavements and areas with impermeable barriers	1500	1	1500
BMPS (to account for directly incident rainfall) (excluding green roofs)	0	1	0
Crushed aggregate	0	0.4	0
Sod (turf) and areas with non-amended hydrologic soil group D soils	0	0.35	0
Other pervious area	0	0.1	0
	1500	1.0000	1500.00

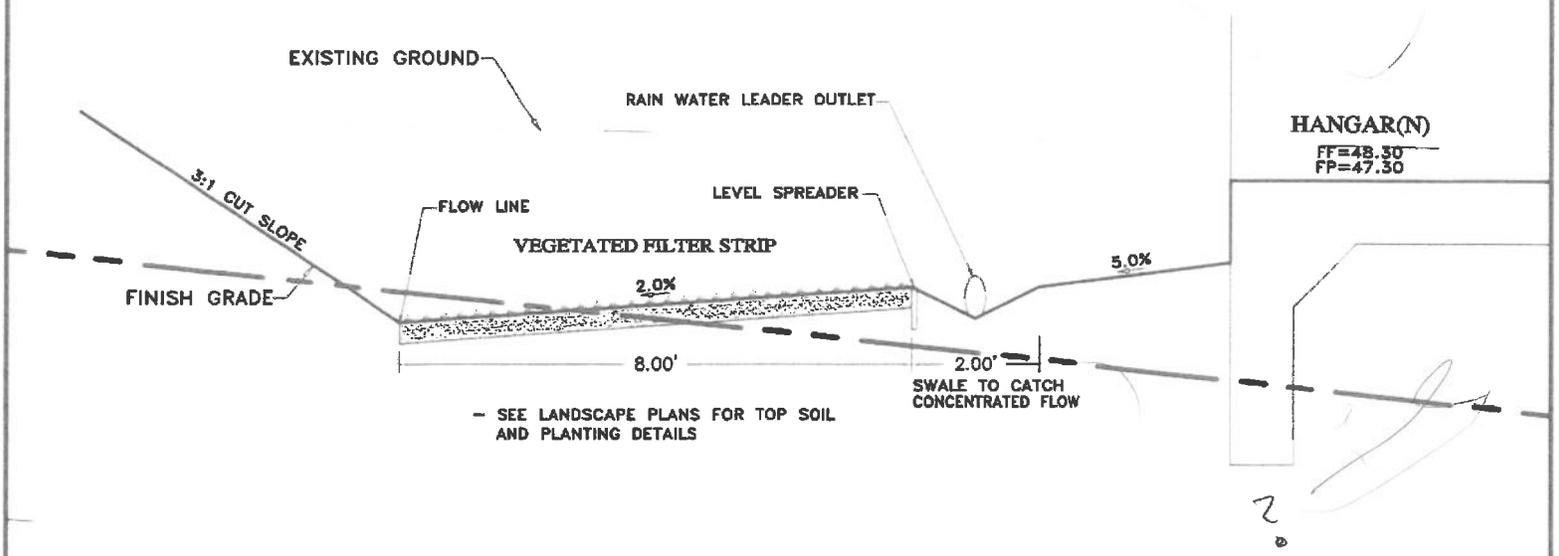


SHEET FLOW CONTROL



CONCENTRATED FLOW CONTROL

Note: Not to Scale



FACILITY CONSTRUCTION DETAILS

NOT TO SCALE
A8

3.10.2 Requirements for Vegetated Filter Strips

- Slopes shall not be greater than 4% (2% to 4% is preferred).
- Sheet flow must be maintained across filter strips.
- Channelized flow across filter strips shall not be permitted.
- Sod shall not be used in the design of filter strips.
- If seeds are used to plant the vegetated filter strip, they shall be protected with mulch for a minimum of 75 days.
- The top of the vegetated filter strip shall be installed 2 – 5 inches lower than the impervious surface that is being drained.
- See Section 4.0 for sizing requirements.

Vegetated Filter Strips

Inspection and Maintenance Guidance Requirements

- The owner/operator of the property must be responsible for maintaining vegetated filter strips.
- Required maintenance includes weed removal as well as mowing and irrigation of grasses.
- Grasses or turf shall be maintained at a desired height of 4 - 6 inches or at a minimum height of 2.
- If turf is used, filter strips shall be irrigated during the dry season.
- Dead vegetation shall be removed to maintain less than 10% of area coverage or when vegetative filter strip function is impaired. Vegetation shall be replaced immediately to control erosion where soils are exposed and within 3 months to maintain cover density.
- Trash, litter, rocks, and branches shall be frequently collected from filter strips, especially those located along highways.
- Fallen leaves and debris from deciduous plant foliage shall be raked and removed.
- Invasive vegetation contributing up to 25% of vegetation of all species shall be removed and replaced.
- Debris in quantities more than 2" deep or sufficient to inhibit operation shall be removed routinely (no less than quarterly) or upon discovery.
- Regularly inspect filter strips for pools of standing water that may be acting as mosquito breeding habitats.
- Filter strips shall be inspected at least two times a year, preferably before and after the winter/wet season.
- Sediments that accumulate along the upstream edge of filter strips and/or in level spreaders shall be collected and removed at least once a year.
- If a spill occurs and hazardous materials contaminate soils in vegetated filter strips, the affected areas shall be removed immediately and the appropriate soils and materials replaced as soon as possible.
- Insects and rodents shall not be harbored in the vegetated filter strips. Pest control measures shall be taken when insects/rodents are found to be present.
- If sprays are considered, then a mosquito larvicide, such as Bacillus thurensensis or Altoside formulations can be applied only if absolutely necessary, and only by a licensed individual or contractor.
- Holes in the ground located in and around the pervious pavement shall be filled and compacted



Federal Aviation Administration

April 17, 2019

TO: Alan Bikle
Attn: Alan Bikle
467 Airport Blvd.
Salinas, CA 93940
alanbikle@yahoo.com

CC: CITY OF SALINAS
200 LINCOLN AVE
SALINAS, CA 93901
Brett.godown@ci.salinas.ca.us

CC: Seatec Underground Utilities Inc.
Attn: Alan Bikle
467 Airport Blvd.
Salinas, CA 93940
alanbikle@yahoo.com

RE: (See attached Table 1 for referenced case(s))
FINAL DETERMINATION

Table 1 - Letter Referenced Case(s)

Table with 7 columns: ASN, Prior ASN, Location, Latitude (NAD83), Longitude (NAD83), AGL (Feet), AMSL (Feet). Rows include cases 2019-AWP-577-NRA through 2019-AWP-580-NRA.

If FDC NOTAMS ARE REQUIRED, the following Airport Operations Contact(s) (AOC) are approved to handle FDC NOTAM coordination.

The AOC must create and/or log into their OE/AAA account and select "Search Archives". The aeronautical study number (ASN) associated with the proposed obstruction is to be entered (see FAA determination letter for ASN). The NOTAM can be extended or cancelled through the AOC's account. If the AOC is having difficulty using the tool, please contact the OE/AAA support desk at 202-580-7500 or refer to the online instructions.

Table with 3 columns: Name, Email, Phone. Row: Brett Godown, Brett.godown@ci.salinas.ca.us, (831) 758-7214

Description: Construct a new 60' x 100' aircraft storage hangar with associated apron and taxiway on an existing leased parcel of land at the Salinas Municipal Airport (KSNS). The closest portion of the proposed hangar will be located 442' from the existing center line of runway 08/26. The proposed height of the hangar is 24' (72.4' AMSL) which is 3.4' below the transitional surface. (Runway 08/26 primary surface is 500' wide. The hanger distance from the primary surface is 192'(500'/2 =250'-442'=192'). The transitional surface is 7:1 ratio. Max allowable building height above the runway 08/26 centerline is 27.4' (75.8' AMSL).

We do not object with conditions to the construction described in this proposal provided:

You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports During Construction."

The proponent is required to coordinate all associated activities with the Airport Manager/Airport Traffic Control Tower (ATCT) 5 business days prior to the beginning of the project.

This determination is subject to review if disruption to FAA Operations should occur.

The new development must be coordinated with the airport sponsor and included in the next update to the Airport Layout Plan

This project will require a NOTAM identifying it as a low-close-in obstacle on the Textual Departure, the SALINAS TWO Departure, and the CHALONE THREE Departure.

Send the completed 7460-2 form along with the 1A survey to the email address 9-AJV-532-OBSTData-REQ@faa.gov

A separate notice to the FAA is required for any construction equipment, such as temporary cranes, whose working limits would exceed the height and lateral dimensions of your proposal.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

In making this determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA), and known natural objects within the affected area would have on the airport proposal.

This determination expires on October 17, 2020 unless:

(a) extended, revised or terminated by the issuing office.

(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for the completion of construction, or the date the FCC denies the application.

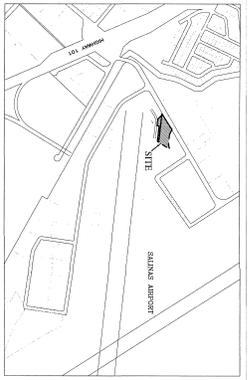
NOTE: Request for extension of the effective period of this determination must be obtained at least 15 days prior to expiration date specified in this letter.

If you have any questions concerning this determination contact Lloyd E. Lewis (424) 405-7316 lloyd.e.lewis@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-AWP-577-NRA.

Lloyd E. Lewis

DivUser

Signature Control No: 396623522-402980447



VICINITY MAP

PARKING CALCULATIONS

USE	AREA	FACTOR	REQD SP
EXISTING OFFICE	2983 S.F.	3.00	7
EXISTING HANGER	4150 S.F.	7.00	6
NEW HANGER	6000 S.F.	7.00	8
TOTAL REQD PARKING			21 SP
PROPOSED PARKING			
EXISTING STANDARD SPACES 9' X 18'			8
EXISTING ACCESSIBLE ADA PARKING SPACE			1
ADD STANDARD SPACES 9' X 18'			11
ADD NEW ACCESSIBLE ADA PARKING SPACE			1
TOTAL PROPOSED PARKING			21 SP

22. Project Data - The following data needs to be completed and provided on the project site plan.

Item	Existing	Proposed	Total	Applicant Verification	City Verification
Lot Area (s.f.)	51,139	10,639	61,777		
Number of Lots	1	1	2		
Customary Building Code	V-8	V-8			
Occupancy Type	SU-1B	SU-1			
Ground Floor Area	51,139	5.1			
Additional Floor Area	546,000	34,000	580,000		
Number of Buildings (1) - proposed only	1	1	2		
Height (feet)	28'-2"	28'-2"	3		
Number of Stories	2	2	3		
Second Floor Area (s.f.)	6,800	6,800	13,600		
Remaining Floor Area (s.f.)	0	0	0		
Number of Buildings (2) - proposed only	0	0	0		
Height (feet)	0	0	0		
Number of Stories	0	0	0		
Second Floor Area (s.f.)	0	0	0		
Remaining Floor Area (s.f.)	0	0	0		
Number of Buildings (3) - proposed only	0	0	0		
Height (feet)	0	0	0		
Number of Stories	0	0	0		
Second Floor Area (s.f.)	0	0	0		
Remaining Floor Area (s.f.)	0	0	0		
Total Landscaped Area	4,240	314	4,554		
Total Landscaped Area (%)	8.3%	7.4%			
Total Yard Area (s.f.)	0	0	0		
Total Landscaped Area (%)	0	0	0		
Maximum 25%	0	0	0		
Landscaped Area in the	0	0	0		
Parking Area (s.f.) in the	0	0	0		
Parking Area (%) of	0	0	0		
Landscaped Area - minimum	5%	5%	5%		

(1) (a) one space is required AMP space
(b) (a) site is open 4 sides, not floor area

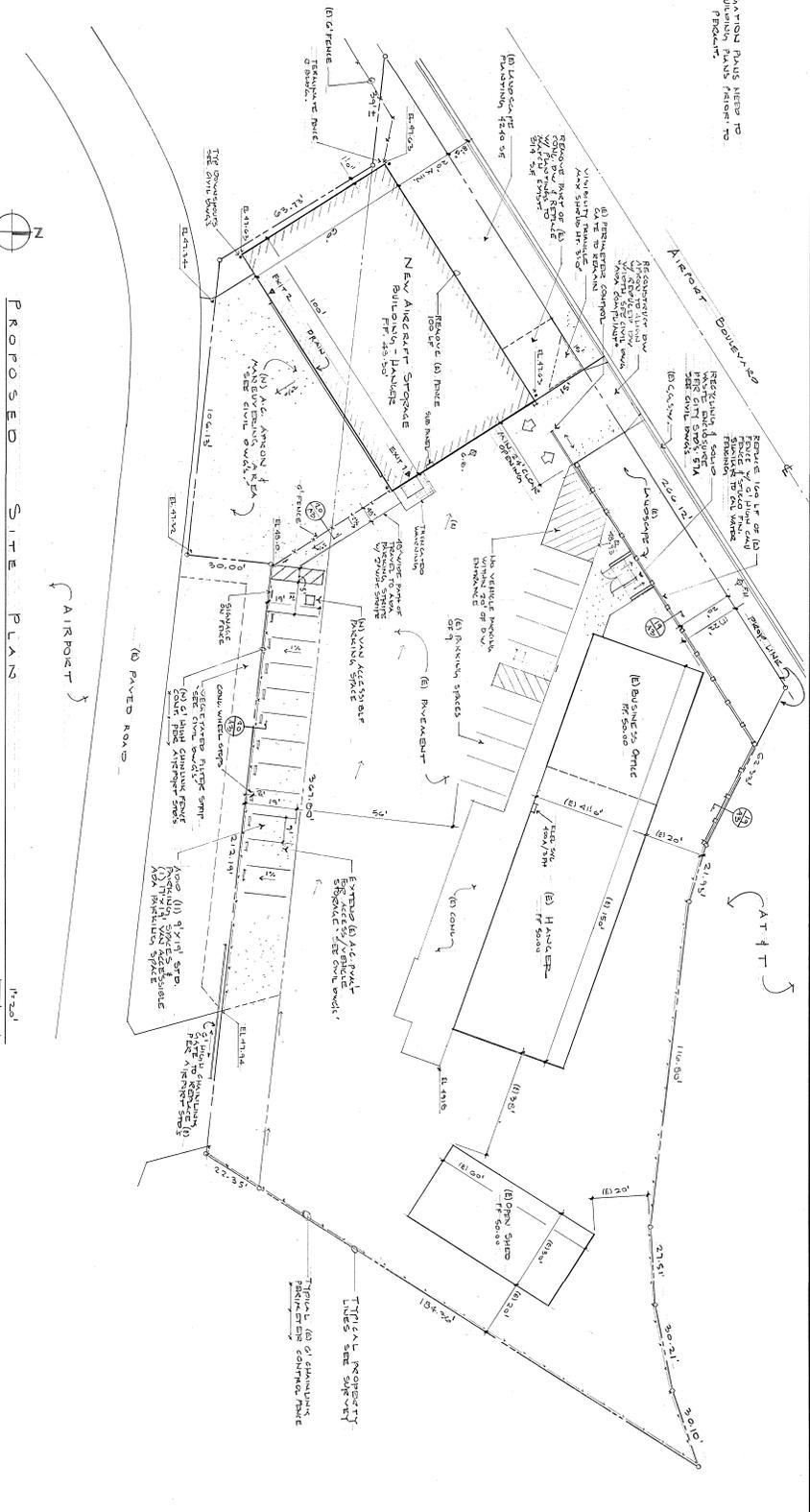
PLAN INDEX

SHEET	DESCRIPTION
A1	PROPOSED SITE PLAN
A2	PROPOSED EXTERIOR ELEVATIONS
A3	PROPOSED ROOF PLAN & BUILDING SECTIONS
A4	CIVIL COVER SHEET
C1	GENERAL NOTES
C2	EXISTING CONDITIONS / TOPOGRAPHIC MAP
C3	GRADING, DRAINAGE & UTILITY PLAN
C4	GRADING SECTIONS & CONSTRUCTION DETAILS
C5	EROSION & SEDIMENT CONTROL PLAN
C7	

BUILDING CLASSIFICATION

OCCUPANCY GROUP: NEW AIRCRAFT STORAGE / HANGER S-1
 CONSTRUCTION TYPE: IV SPRINKLERED
 CODES: 2016 CALIFORNIA CODES
 SCOPE OF WORK: CONSTRUCT A NEW 8000 S.F. AIRCRAFT STORAGE / HANGER
 GROUND DISTURBANCE: 17,814 S.F.
 FLOOR AREA: AIRCRAFT STORAGE & TOOL ROOM 5,802 S.F.;
 OFFICE LOUNGE (INCIDENTAL USE) 12,000 S.F.;
 OCCUPANT LOBBY / OFFICE 198 S.F.;
 PLOT LOUNGE / OFFICE 198 S.F. / 100 - 2,000 S.F.
 REQUIRED EXITS: 2 PER OCC. 1008.2.1
TOTAL 14 OCC.

NOTES
 1. Final Landscape & Utility Plans refer to the submitted by the applicant in favor of a bilingual project.



PROPOSED SITE PLAN



1" = 20'
 0 10 20

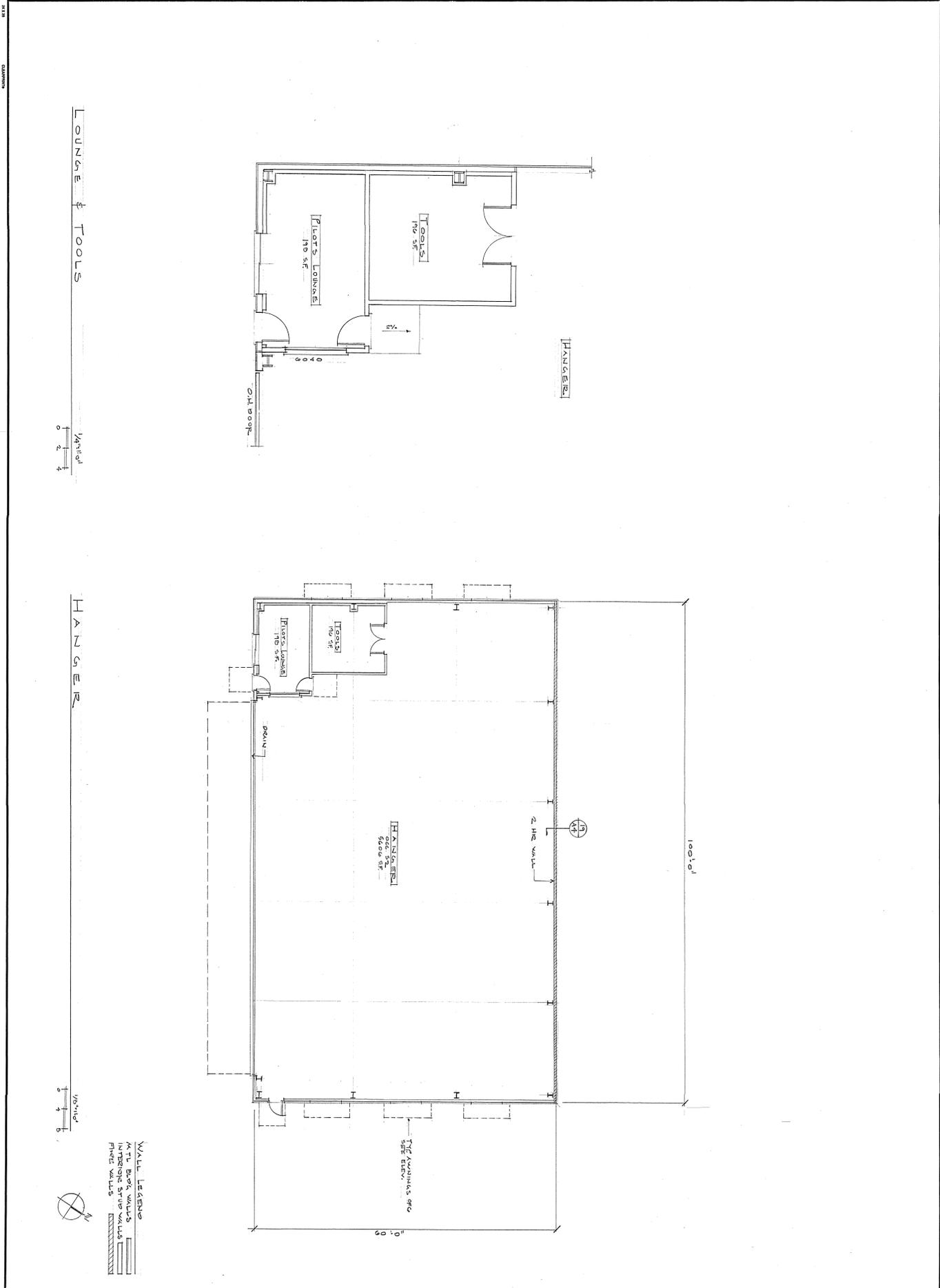
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Sheet	04 of 20

SEATEC HANGER
 SEATEC UNDERGROUND UTILITIES, INC
 467 AIRPORT BLVD.
 SALINAS, CA 93905 PH: 831 771-1905



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 SEASIDE, CALIFORNIA 93956
 (831) 544-8287 FAX

REVISIONS	BY
2-23-19	D
3-8-19	C
5-23-19	C



LOUNGE & TOOLS



HANGER



WALL LEGEND
 ALL BRICK WALLS
 INTERIOR STUD WALLS
 FIVE WALLS

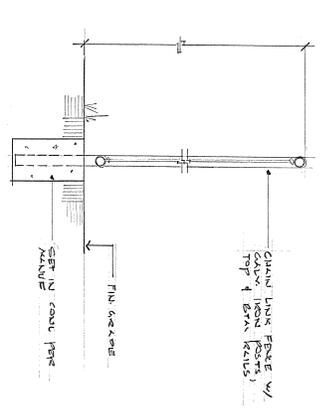
SEATEC HANGER
 SEATEC UNDERGROUND UTILITIES, INC
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 SALINAS, CA 93905 PH: 831 771-1905



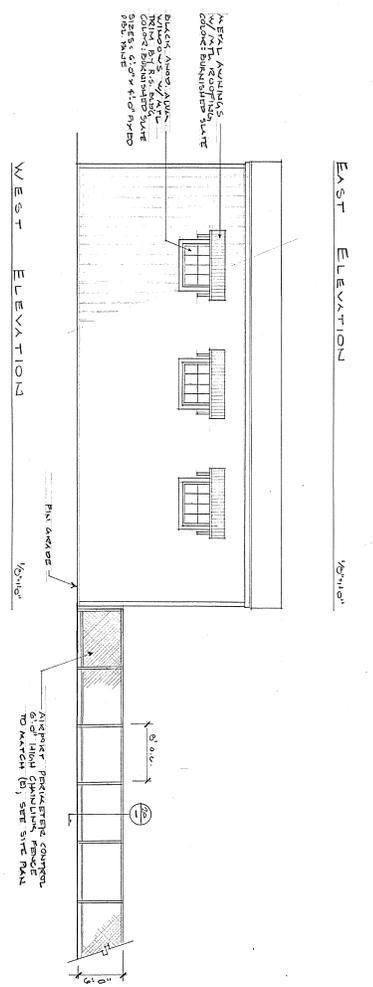
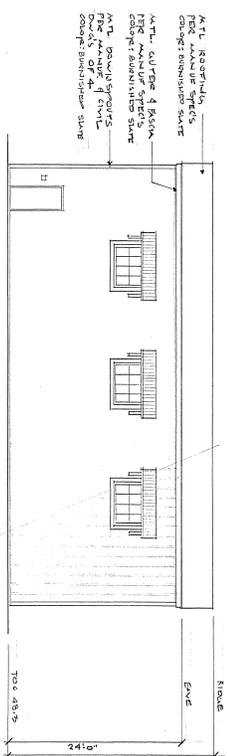
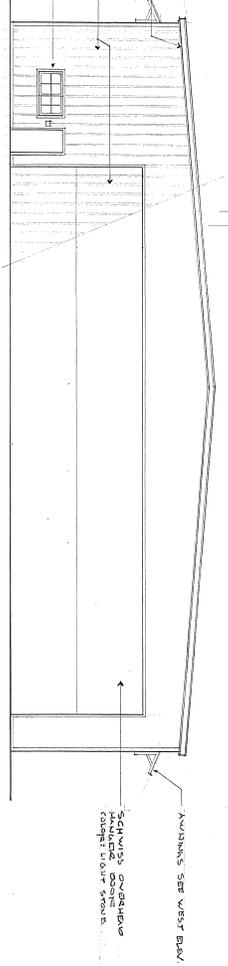
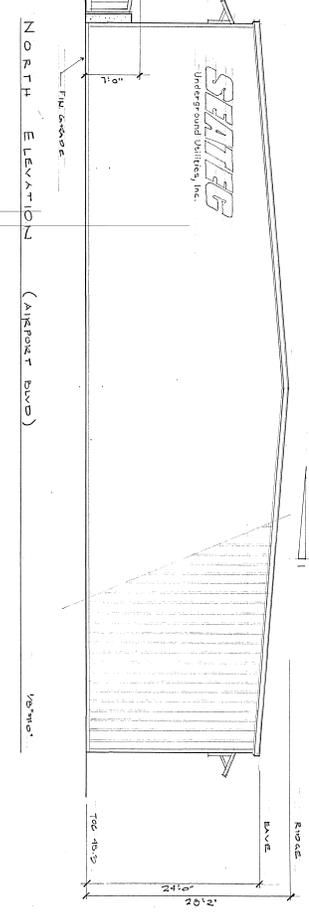
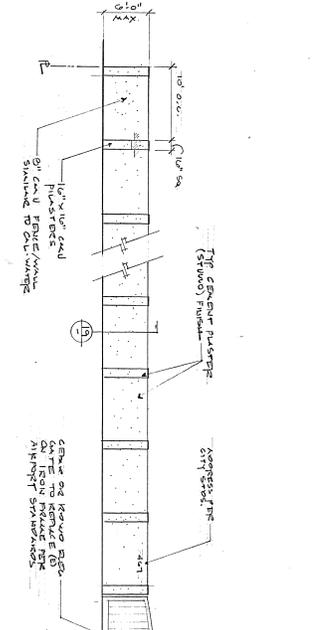
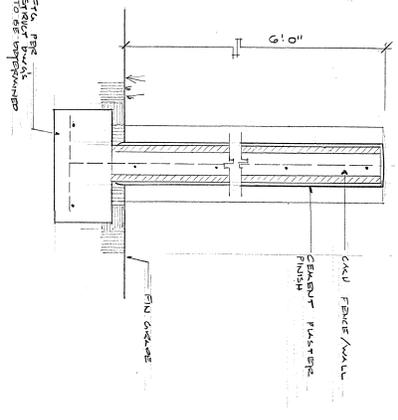
ALEX OTT
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REVISIONS	BY
0-21-13	D
2-25-14	D
3-6-14	D
5-23-13	D

Date	2/20/14
Scale	
Drawn	DAN KENEN
Job	07-2014
Sheet	
Of	2



CHAIN LINK FENCE / WALL 1919



DATE	02.19.19
BY	DAVID DIERCKEN
SCALE	AS SHOWN
PROJECT	SEATEC HANGER
CLIENT	SEATEC UNDERGROUND UTILITIES, INC.
ADDRESS	467 AIRPORT BLVD. SALINAS, CA 93905
PHONE	831 771-1905

SEATEC HANGER
SEATEC UNDERGROUND UTILITIES, INC.
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REVISIONS	BY
2-27-19	D
3-8-19	D
5-21-19	D

LEASE AGREEMENT
by and between
CITY OF SALINAS
and
SEATEC UNDERGROUND UTILITIES, INC.

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LEASE

THIS LEASE ("Lease") is entered into this 20th day of ~~August~~ ^{September}, 2016 by and between the City of Salinas, a California charter city and municipal corporation of the State of California (hereinafter referred to as "Lessor") and SEATEC UNDERGROUND UTILITIES, INC., a California corporation (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor owns and operates the Salinas Municipal Airport in the City of Salinas, State of California (hereinafter "Airport"); and

WHEREAS, Lessee desires to lease a portion of Airport, including an existing office and hangar complex ("Improvements") constructed by Gomes Services ("Gomes") pursuant to a lease between Gomes and Lessor ("Gomes Lease") for the uses permitted therein, including related aeronautical use and services; and

WHEREAS, with the consent of Lessor, Lessee has acquired Gomes' interest in the leasehold improvements constructed by Gomes and shall own such improvements during the term and subject to the terms of this Lease; and

WHEREAS, Lessor and Gomes have agreed to terminate the Gomes Lease concurrently with the commencement of this Lease; and

WHEREAS, it is mutually agreed that the letting hereunder is upon and subject to the following terms, covenants, conditions, and provisions, and Lessee covenants, as a material part of the consideration of this Lease, to keep, perform, and comply with each and all of said terms, covenants, conditions, and provisions by Lessee to be kept, performed and complied with, and this Lease is made upon the condition of such performance and compliance.

1 - DEMISED PREMISES

The demised premises leased to Lessee are herein referred to as the Premises and are a portion of the Airport, including corporate office and hangar(s), and are described more particularly on Exhibit A and as depicted on the parcel map at Exhibit B, both of which are attached hereto and incorporated herein by reference.

2 - USE OF LEASED PREMISES

This Lease is made for the purpose of allowing Lessee use of the Premises and for granting to Lessee certain non-exclusive rights and privileges for use of which are more specifically described below:

- a. Landscaping of lands and property; a corporate office for administration of Lessee's general engineering construction business; and a hangar for storage, repairs and maintenance of owned or leased aircraft and/or aircraft allowed under this Lease; and storage, repairs and maintenance of Lessee owned vehicles, trailers, equipment, supplies and materials used in the operation of Lessee's general engineering construction business.
- b. Only as specifically authorized by local ordinance, including the Salinas Zoning Code, or state or federal law, performing repairs and maintenance on aircraft and owned vehicles, trailers, equipment, supplies and materials. As used in this subparagraph the term "Maintenance" shall be defined as "repair limited to exchange

of parts and maintenance requiring no open flame welding or the use of Class I or II liquids,” so as to comply with the provisions of the Uniform Building Code, Chapter 7 and California Administrative Code Title 24.

- c. Lessee shall not use the Premises, or any part thereof, or permit them to be used for any purpose or purposes other than for the uses described herein. Maintenance shall only be allowed on aircraft owned by Lessee and stored within the Improvements. Such maintenance shall be restricted to that allowed under the Salinas City Code for the rating of the structure approved under Lessor’s permitting process. Lessee shall not do or permit to be done upon the Premises any act or thing which constitutes a nuisance or which may disturb the quiet enjoyment of the City, of any tenant of the City, or private businesses on adjacent land or neighboring property. Lessee further agrees, within 72 hours from receiving written notice by the Lessor that a nuisance exists, to abate or otherwise cause said nuisance to be cured. In the event Lessee has not taken corrective action within 72 hours, the Lessor may use all available remedies to abate the nuisance, including but not limited to entering and abating said nuisance, at the expense of the Lessee without any liability whatsoever to Lessor for monetary loss or anticipated profits of Lessee or others.
- d. Storage of ancillary items, including without limitation, automobiles, watercraft and other vehicles shall be allowed within the Improvements, subject to Airport Rules and Regulations, as long as the Improvements are primarily used for the storage of aircraft.

3 - TERM

A. The term of this Lease shall be for a period of thirty (30) years commencing on [September 23, 2016] (“Commencement Date”) and ending thirty (30) years thereafter, unless sooner terminated in the manner and under the conditions herein provided (the “Original Term”). Rent due pursuant to Section 4 begins upon commencement of the term, not upon the occupancy of the Premises or Improvements.

B. Lessor grants to Lessee the option to renew this Lease for two (2) additional ten (10) year periods (each, a “Renewal Term”). Lessee’s options to renew shall be exercised by Lessee delivering notice in writing to Lessor of its intent to exercise each option. Notice shall be delivered not more than 365 days, or less than 180 days, before the expiration of the Original Term for the first Renewal Term, and not more than 365 days, or less than 180 days, before the expiration of the first Renewal Term for the second Renewal Term. Lastly, Lessee may only exercise said options to renew as long as Lessee is not in default of any the conditions and covenants provided herein at the period of time permitted herein for the exercise of the option. If Lessee fails to properly exercise the first Renewal Term, the option for a second Renewal Term shall automatically terminate and may not be exercised by the Lessee.

C. In consideration of Lessor providing the two (2) ten (10) year options to renew the term of this Lease, Lessor agrees to establish and maintain an escrow account established for the purposes of administering capital improvement projects for the Demised Premises as described in Section 1. The annual contribution to the escrow account by the Lessee will be as follows:

Initial deposit at beginning of lease:		\$25,000.00
Years 1-10	\$2,500.00/year	25,000.00
Years-11-20	\$3,000.00/year	30,000.00
Years 21-30	\$3,500.00/year	35,000.00

Years 31-40 (if applicable)	\$4,000.00/year	40,000.00
Years 41-50 (if applicable)	\$4,500.00/year	45,000.00
Total:		\$200,000.00

The capital improvement fund shall be utilized by Lessee for exterior improvements (not routine maintenance) of the structures and site improvements located on the Premises as mutually agreed upon by both the Lessor and Lessee. The following improvements may be funded by the capital improvement fund and are deemed to be pre-approved by Lessor, subject to the Lessee's having first obtained all required approvals and permits including, but not limited to, building permits:

1. Exterior perimeter security fencing and gate improvements and construction along Airport Blvd;
2. Install/Upgrade Access Control System to be compatible with City Airport access control system;
3. Enclosing the existing awning;
4. Pavement rehabilitation (not maintenance). Tenant is responsible for regular maintenance and upkeep of pavement, including, marking refreshing pothole and crack repair, and regular pavement sealing and rejuvenation;
5. Roof replacement due to age (not maintenance).

Lessee may prepay into the fund as necessary to cover the cost of the approved capital improvements.

D. Upon the expiration of the Original Term or the Renewal Term(s), if applicable, the Improvements will revert back to the Lessor in accordance with Section 9B. However, at said time Lessee shall have the option enter into a new lease agreement for a period of NO (0) years with Lessor for the rental of the Premises and Improvements for a sum equivalent to the then current monthly rent charged by Lessor for occupancy of a [R-1 Hangar] or, if no [R-1] rental rate exists, fair market value as established in accordance with Section 4B(2). Lessee shall have a right to exercise this option for a period of six months prior to the expiration of the Renewal Term as provided herein.

4 - RENTAL

A. Time and Place of Payments.

The Lessee shall make all rental payments monthly in advance on or before the first day of each new month. Checks should be made payable to the City of Salinas and be delivered to:

City of Salinas
Office of the Finance Director, Attn: Airport Fund
200 Lincoln Avenue
Salinas, California 93901

Failure to pay rent within a ten (10) day time frame from due date constitutes a default, within the meaning of Section 29(a) of this Agreement. The place and time of payment may be

changed at any time by the Lessor upon thirty (30) days' written notice to Lessee. Lessee assumes all risk of loss and responsibility for late payment charges.

B. Rent.

(1) During the Original Term, rent shall be payable, at the option of the Lessee, in either annual or equal monthly installments, at the annual rate of \$0.32 per square foot, which equals \$1,363.70 per month, or \$16,364.40 per annum. The rent amount shall be adjusted every two and one-half (2 ½) years pursuant to Section 4B(3) herein. In the event that Lessee elects to pay said rent annually, said payment shall be due and payable on the annual anniversary date of the execution of this Agreement, subject to any adjustment to rent pursuant to Section 4B(3). In the event that Lessee elects to pay said rent on a monthly basis, said rent shall be due and payable on the 1st day of each calendar month.

(2) After the two and one half (2 ½) year anniversary of the Commencement Date of both the Original Term and each Renewal Term (the "Adjustment Date"), rent shall be increased at a rate equal to the percent change in the Consumer Price Index for "All Urban Consumers, All Items" (1982-1984=100) for San Francisco/Oakland/San Jose, California during such two and one half (2 ½) year period.

(3) Regardless of the index publication dates, the rental adjustments herein shall only occur on the applicable Adjustment Date. Until the rent adjustment can be actually calculated in accordance with this Lease, Lessee shall continue to make payments at the existing rental rate. When the adjustment is calculated, the balance of rents due at the adjusted rate, from the applicable Adjustment Date through the date of calculation, shall be paid to Lessor within thirty (30) days of written notice by the Lessor. In no event shall the adjusted rent as established by the Consumer Price Index, be less than the rent in existence immediately prior to the Adjustment Date.

C. Delinquent Rent. If Lessee fails to pay the rent when due, Lessee will pay, in addition to the unpaid rents, ten percent (10%) of the delinquent rent per month from the date when due and payable under the terms of this Agreement until the same shall be paid. In the event that Lessor elects to pay said rent in annual installments, rent shall be considered delinquent if not paid within 15 days following the annual anniversary date of the execution of this agreement. In the event that Lessor elects to pay rent in monthly installments, rent shall be considered delinquent if not paid by the 10th day of each month.

5 - LEASEHOLD IMPROVEMENTS

A. No improvement, including landscaping, shall be erected or placed on the Premises and no alterations shall be made in the Improvements and facilities constructed or to be constructed ("Additional Improvements") on the Premises without the prior written approval of Lessor. Lessee shall complete and submit to Lessor's Permit Center for review and approval, an application for any building permits, including detailed working drawings and specifications covering the construction of all planned Additional Improvements.

B. Lessor shall promptly review and approve or note in writing any changes and corrections which must be made to the plans submitted. Lessor's approval of these plans are subject to any changes or corrections which must be made to the plans, drawings and specifications in accordance with the terms of this Lease. Any changes and/or corrections must be made by Lessee and the plans resubmitted to Lessor within sixty (60) days after the corrections and/or changes have been noted.

C. One (1) complete copy of plans for all buildings and improvements and for subsequent changes therein or alterations thereof shall, within fifteen (15) days after approval thereof by Lessor, be signed by Lessee and deposited with Lessor.

D. Promptly following issuance of all permits for the construction of the Additional Improvements, Lessee shall commence and diligently pursue construction of the Additional Improvements to completion within 18 months of the issuance of a Building Permit. The date for completion of such work shall, however, be extended for the period of any unavoidable delay not to exceed six months, if Lessee makes a claim for such delay in writing to Lessor within ten (10) days after commencement of the cause of such delay. For the purpose of this Lease, the term "unavoidable delay" shall mean delay suffered by Lessee or Lessee's contractors which necessarily and materially interferes with the progress and extends the time required for completion of such work and which is caused by acts of God or the elements, strikes, lockouts, fires or other causes beyond the control of Lessee or Lessee's contractors.

E. Lessee shall construct and/or install any and all site improvements required by Lessor consistent with City development standards, including, but not limited to, drainage, utilities, parking, paving, landscaping, lighting, and fencing.

F. Lessee shall provide for parking of automobiles, as provided for in the City Code.

G. Lessee shall cause to be made, executed and delivered to Lessor, prior to the date of commencement of any work in or on the Premises, corporate surety bonds approved as to form and as to surety by Lessor, with Lessee's contractor or contractors as principal, and Lessor as an additional obligee, each in the sum of one hundred percent (100%) of the amount of the contract for (a) the said required work in accordance with the approved plans and specifications, and (b) to provide that if Lessee or its contractor or contractors fail to pay for any materials, provisions or other supplies, used in or upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, that the surety will pay the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee as set by the court.

H. [intentionally omitted].

I. Lessee shall design any Additional Improvements so as to meet all applicable guidelines and regulations of the Federal Aviation Administration ("FAA"), the California Department of Transportation (Division of Aeronautics), and the City of Salinas. Lessor makes no warranties as to the suitability of the location identified for the purpose intended, particularly with respect to height and setback requirements, and all other State and Federal regulations.

6 - REPAIR AND MAINTENANCE OF PREMISES

Lessee agrees to maintain the Premises and all improvements thereon, in good order and repair and to keep said premises in a neat, clean, and orderly condition. This includes, but is not limited to, the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. Failure of Lessee to properly maintain and repair the Premises shall constitute a breach of the terms of this Lease.

If, in the opinion of the Lessor's Airport Manager, the Premises are not being properly maintained, the Salinas Airport Manager may, after giving written notice to Lessee and after a reasonable time, cause such repair and maintenance to be made. The cost of such maintenance shall be added to the rent. If said costs are not paid promptly by Lessee, this Lease shall be deemed to be in default and Lessor shall be entitled to all legal remedies provided hereunder.

7 - RESTORATION OF PREMISES

A. If during the term hereof the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty, Lessee may, at its cost and expense, either (a) repair or restore said improvements, in accordance with Zoning and Building requirements in effect at that time, or (b) tear down and remove the same from said premises. If Lessee shall elect to repair or restore said improvements, the work thereon shall commence within one hundred eighty (180) days after the damage occurs and shall be completed with due diligence.

B. If Lessee shall elect not to repair or restore said improvements, Lessee shall, at its sole expense, within one hundred eighty (180) days after said damage occurs, tear down and remove all parts thereof remaining and the debris resulting from said fire or other casualty and otherwise cleanup said premises, including but not limited to filling all excavations and removing all foundations, debris, and other parts of said buildings remaining after same are removed, and peacefully surrender possession of said premises to Lessor in a clean and orderly condition. Failure by Lessee to do so shall constitute a breach of the covenants and conditions of this Lease. After completion of the above work to the satisfaction of Lessor, Lessee may give written notice to terminate this Lease and shall then immediately comply with the requirements of Section 9.

C. Pursuant to Section 9(B) herein, upon surrender of the Improvements and any Additional Improvements by Lessee to Lessor, Lessee shall have no responsibility pursuant to the terms of this section for the restoration of the Improvements.

8 - SIGNS

Lessee shall have the right to post such signs as are necessary and usual in the conduct of its business in and upon the Premises. Location, size, shape, and copy of all signs exposed shall be in accordance with the Salinas City Code and approved by Lessor's Airport Manager, Department of Community Development and Permit Center prior to installation.

9 - TITLE TO IMPROVEMENTS

A. Throughout the Original Term, and Renewal Terms, if any, title to the Improvements and any Additional Improvements shall be owned and may be depreciated for income tax purposes by Lessee.

B. Upon the later of the expiration of the Original Term of this Lease, or the expiration of the Renewal Terms, if exercised, or upon any sooner termination (pursuant to an actual default by Lessee of the terms and conditions of this Lease, thereby giving rise to the termination of the Lease, by means of negotiation or adjudication) of this Lease, the Improvements and any Additional Improvements shall, without compensation to Lessee, then automatically and without any act of Lessee or any third party become Lessor's property. Lessee shall surrender the Improvements and any Additional Improvements to Lessor in reasonably good condition and repair, ordinary wear and tear excepted, free and clear of all liens and encumbrances, other than those, if any, permitted under this Lease or otherwise created or consented by Lessor. Lessee shall execute, acknowledge, and deliver to Lessor any instrument requested by Lessor as necessary in Lessor's opinion to perfect Lessor's right, title, and interest in the Improvements.

C. All improvements and fixtures made or attached to the Leased Premises shall be and become upon the termination of this Lease, or at the sooner termination of Lessee's tenancy, the property of Lessor and shall not be removed by Lessee unless Lessee is directed to do so by Lessor; provided, however, if Lessee is not in default in the payment of rent or in the performance of its obligations under this Lease, it may remove from said premises, at its sole expense, such personal property, including machinery and "trade fixtures," which are not an integral part of the premises, and which can be removed without damage to the premises, and provided the same may be removed prior to the expiration of this Lease or any extension thereof. In no event will furniture, fixtures, and equipment, or other personal property, be removed until all rental due Lessor has been paid in full. All machines, equipment, material, appliances, and fixtures now or hereafter installed or placed by Lessee on or in the Premises or the Improvements for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air-conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin, or insects, or for the removal of dust, refuse, or garbage, and including all awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all other fixtures used in the operation of the Improvements and Additional Improvements, together with all additions to, substitutions for, changes in or replacements of, the whole or any or all of said articles of property, shall be deemed integral parts of the Premises, Improvements, and Additional Improvements for purposes of this Lease.

10 - EMINENT DOMAIN

A. If at any time during the term hereof, the Premises or any part thereof are taken by public authority by the laws of eminent domain, then and in every case the leasehold estate and interest of Lessee in said premises, or any part thereof taken, shall forthwith cease and terminate, and all compensation awarded by reason of the taking of the leased land and improvements, except those installed or owned by Lessee, there on shall be payable to and be the sole property of Lessor. Notwithstanding the foregoing, Lessee shall have the right to make a claim for compensation for its improvements, relocation expenses and business loss caused by such taking and as allowed by law.

B. If only a portion of the Premises is so taken by the powers of eminent domain, Lessee may elect to terminate this lease giving one hundred twenty (120) days prior written notice of Lessee's intention to terminate.

C. If such public taking shall prevent Lessee's use and occupancy of the Premises, Improvements, and Additional Improvements then Lessee shall have the option to terminate this Lease, which option to terminate shall be conditioned upon Lessee paying to Lessor any rent accruing hereunder to the date of termination, and all unpaid taxes and assessments then accruing upon said premises.

D. Any compensation which would otherwise be payable under this paragraph to Lessee shall be paid directly to any encumbrancer of the leasehold interest, to the extent of such encumbrance.

11 - TERMINATION BY LESSOR

A. In the event Lessor should require the Premises in connection with the future expansion and/or operation of the Airport, Lessor may, upon six (6) months' written notice, terminate this Lease.

B. Should Lessor alter its proposed plan of development of the Airport in a manner that would preclude Lessee from operating under the terms of this Lease; or should any other government agency assume control of the Airport or any portion thereof in a manner that would preclude Lessee from operating under the terms of this Lease; or should it occur that during the term of this Lease any governmental action, law, regulation, rule, order, judicial decision or ordinance should come into effect, the terms of which so restrict the use to which the Premises can be put that Lessee is unable to use the Premises in the manner contemplated herein, Lessor will, upon written request from Lessee, terminate this Lease or extend the term of this Lease for the period of time Lessee's operation is so precluded; and no rent shall accrue during said period.

C. If this Lease is cancelled under the provisions of this section, Lessor shall pay to Lessee the fair market value of Lessee's interest. The term "Lessee's interest" as used herein is expressly limited to and defined as the then-in-place, fair market value, not to exceed the original purchase cost of the Improvements and construction cost of the Additional Improvements that are considered fixtures under the rules of fixtures, expounded in Section 1013 and 1019 of the Civil Code of California. Fixtures include buildings, floor slabs, foundations and paving. The fair market value of Lessee's interest shall be determined in accordance with appraisal procedures delineated in Section 4 herein.

12 - TERMINATION BY LESSEE

In the event Lessor ceases or substantially restricts the use of the Airport as an Airport for reasons beyond the control of Lessor, including without limitation, war, civil unrest, acts of terrorism, and acts of God, and Lessee can no longer use the Premises for the purposes contemplated in this Lease, Lessee may upon three (3) months written notice terminate this Lease. City shall have no liability for any damages to Lessee in the event of such change in Lessor's use of the Airport. Notwithstanding the foregoing, Lessee shall have all rights and remedies under Section 10 of this Lease.

13 - RESERVATIONS

A. The Premises are accepted as-is by Lessee subject to any and all existing easements and encumbrances. Lessor reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil and gas pipelines; telephone, telegraph and electric power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along any and all portions of the Premises. No right reserved by Lessor in this clause shall be so exercised as to interfere unreasonably with Lessee's permitted use or operations hereunder or to impair the security or any secured creditor of Lessee.

B. Lessor agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the Premises shall be restored as nearly as practicable to its original condition upon the completion of any construction. Lessor further agrees that should the exercise of these rights temporarily interfere with the use of any and all of the Premises by Lessee, the rental shall be reduced in proportion to the interference with Lessee's use of the Premises.

C. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Lessee and without interference or

hindrance to Lessee's permitted use or operations hereunder or to impair the security or any secured creditor of Lessee.

D. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

E. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Airport subject to the provisions of Sections 10, 11 and 12 of this Lease.

F. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to erect, any building or other structures on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

G. Lessor reserves and excepts from this Lease all that portion of the real property herein leased which is super adjacent to a plane sixty (60) feet above and parallel to the existing ground surface of said real property (which portion is hereby referred to as "Super adjacent Air Space").

H. Lessor further reserves and excepts from this Lease, and Lessee hereby grants to Lessor (insofar as the hereinafter described easements and rights in any manner or to any extent that affect the Premises, any improvements which may be made thereon, and Lessee's leasehold or other interest therein and Lessee's use, occupancy or enjoyment thereof):

1. An avigation easement over and laterally adjacent to the Premises and any improvements which may be made thereon, including but not limited to the easement and right to fly, or cause or permit flight by any person of, any aircraft of and all kinds now or hereafter know, in, through, across or about any portion of said super adjacent air space and any air space laterally adjacent thereto; and

2. The easement and right to cause or create, or permit to be caused or created, such noise, vibration, currents and other effects of air, illumination and fuel consumption which may arise or occur:

(a) from or during the use of said avigation easement and such flight as is described in subsection H.1. hereinabove, or

(b) from or during the use by such aircraft of any Salinas Municipal Airport facilities, including but not limited to the landing, storage, repair, maintenance, operation, warm-up and take-off of such aircraft, upon, within or about said Airport, and the approach and departure of aircraft to or from such Airport.

The easements and rights herein reserved and excepted by Lessor, and the easements and rights herein granted by Lessee to Lessor, shall be deemed both in gross and also appurtenant to each and every portion of the real property of the Salinas Municipal Airport (save and except the Premises herein described).

14 - LEASE SUBORDINATE TO AGREEMENTS WITH U.S.A.

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States of America relative to the development, operation or maintenance of the Airport subject to the provisions of Sections 10, 11 and 12 of this Lease.

15 - WAR OR NATIONAL EMERGENCY

This Lease and all the provisions hereof shall be subject to whatever right the United States Government has affecting the control, operation, regulation and taking over of said Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency subject to the provisions of Sections 10, 11 and 12 of this Lease.

16 - USE TO CONFORM WITH FEDERAL AVIATION REGULATIONS

Lessee agrees that Lessee's use of the Premises, including initial construction, all future construction, modification or alteration thereon, shall comply with all applicable Federal Aviation Regulations now in force or those that may be hereafter adopted by Federal authority.

17 - USE TO CONFORM WITH CITY OF SALINAS REGULATIONS

Lessee agrees to comply at all times with all applicable provisions of the Salinas City Code including, but not limited to, Chapter 4 and Chapter 37 of said Code. Lessor agrees that the Premises, Improvements and intended use are compliant with such provisions as of the date of this Lease. Lessee further agrees to comply with all the rules and regulations established by the Salinas City Council, the Salinas Airport Commission and the Salinas Airport Manager for the use of the Premises and all other portions of the Salinas Municipal Airport. No right reserved by Lessor in this clause shall be so exercised as to interfere unreasonably with Lessee's permitted use or operations hereunder or to impair the security or any secured creditor of Lessee.

18 - NON-DISCRIMINATION

Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree to furnish all services on a fair, equal and non-discriminatory basis to all users; and charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

19 - EQUAL OPPORTUNITY PLAN

Lessee assures that it will undertake an equal opportunity program as may be required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on those grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub organizations provide assurance to Lessee that they similarly will undertake equal opportunity programs and that they will require assurances from their sub organizations, as may be required by 14 CFR Part 152, Subpart E, to the same effort.

20 - NON-EXCLUSIVE RIGHT

Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308A of the Federal Aviation Act of 1958, as amended, (49 U.S.C. 1349a).

21 - LESSEE AGREEMENTS

A. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations and Ordinance No. 1719 of the City of Salinas, dated November 21, 1977, in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Premises.

B. The Lessee by accepting this, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises to penetrate the transitional surfaces, as defined in Federal Aviation Regulations and Ordinance No. 1719 of the City of Salinas. In the event the aforesaid covenants are breached, Lessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

C. Lessee by accepting this Lease, agrees for itself, its successors and assigns that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft from Salinas Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of Lessee.

22 - UTILITIES

A. The costs of bringing utilities of gas, electricity, sewage, drainage, telephone and water to the Premises as may be necessary, shall be borne by Lessee.

B. Lessee shall install, connect and maintain, at Lessee's sole cost and expense, all necessary utilities and utility facilities and services, including but not limited to light, power, gas, telephone, water, sewage, drainage, garbage, rubbish and other disposal facilities and services. In addition to the rent hereinbefore reserved, Lessee shall pay for all water, gas, heat, light, power, telephone, sewage, garbage and rubbish disposal, and all other services supplied to the Premises. It is anticipated that the Lessor may enter into additional leases with unrelated third parties in connection with the construction of any Additional Improvements to the Premises. Due to the foregoing, Lessee may, during the construction of the Additional Improvements, provide for utilities, common area improvements, and services in excess of those required in connection with the Improvements.

C. Lessor and Lessee shall enter into a separate Reimbursement Agreement whereby Lessor agrees to reimburse Lessee for the pro rata share of the costs of providing all necessary utilities and common area improvements. Lessor agrees that for the period of twelve years following the Commencement Date, any party attaching to, and using, any utility or common area improvements provided by Lessee pursuant to this Section shall pay a proportionate share of the original construction cost and that Lessor shall in turn reimburse Lessee said amounts. For the purposes of cost-sharing, utilities, electronic gate, and other common area improvements, such as taxiway, bathroom, driveway and parking area, shall be considered a utility.

23 - USE OF PUBLIC AIRPORT FACILITIES

Lessee is granted the non-exclusive use of all public Airport facilities, including but not limited to taxiways, runways, aprons, navigational aids, and facilities relating thereto, for purposes of landings, take-offs, and taxiing of Lessee's aircraft. All such use shall be in accordance with the laws of the United States of America, the State of California, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by ordinance or by law.

24 - TAXES AND ASSESSMENTS

Lessee shall pay all taxes (including possessory interest tax) and assessments that may be levied upon the Premises, any and all buildings and improvements and other property situated therein, and any interest of Lessee therein, for the full term of this Lease.

25 - INSURANCE

Lessee shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

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 CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **Property** insurance against all risks of loss to any Lessee owned or controlled property, including without limitation Improvements, Additional Improvements, or betterments, at full replacement cost with no coinsurance penalty provision. Such property insurance shall include fire insurance with extended coverage and debris-cleanup provisions in an amount equal to ninety percent (90%) of the actual cash value of all Improvements and Additional Improvements in or on the Premises.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Lessor requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Lessor to the extent of Lessor's insurable interest therein.

Other Insurance Provisions:

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

Additional Insured Status

The Lessor, 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 Lessee 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 Lessee's insurance at (least as broad as ISO Form CG 20 10).

Primary Coverage

For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee'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 Lessor.

Waiver of Subrogation

Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee 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 Lessor has received a waiver of subrogation endorsement from the insurer.

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 Lessor.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Lessor. At the option of the Lessor, either the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Lessor, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor 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 Lessor.

Verification of Coverage

Lessee shall furnish the Lessor with original certificates, copies of the policy declarations pages, and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Lessor before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Special Risks or Circumstances

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

Contractors and Subcontractors

Lessee shall require all contractors and subcontractors who perform work on the Premises to maintain general liability insurance in an amount of no less than \$1 million combined single limit per occurrence which complies with all of the provisions in this Insurance section above,

including providing an additional insured endorsement in favor of the City, and Lessee shall provide City with copies of such insurance certificates and endorsements upon request.

Furthermore, before commencing or allowing commencement of any work of improvement, Lessee shall ensure that all of its employees and/or all employees of any contractors and subcontractors retained by Lessee, are covered by workers' compensation insurance.

26 - COMMON AIRPORT AREAS

Lessee shall have the privilege of using, in common with others to whom such privileges may also be given by Lessor, such airplane runways as are provided in the Salinas Municipal Airport for the take-off and landing of airplanes. Lessee shall also be entitled, in common with others to whom such privileges may also be given by Lessor, to such of the following services as may be provided by said Airport, to facilitate the take-off and landing of aircraft at and the flying of aircraft within and about said Airport, to wit: landing light, floodlights, signals and other such facilities. Such privileges, however, shall be subject to all rules and regulations now in effect or hereafter established by the City of Salinas governing or controlling such privileges, uses or operations, and shall be subject to the payment of all such fees or charges as the City of Salinas may now or hereafter impose for such privileges, uses and operations.

27 - LIENS AND CLAIMS

A. Lessee shall not suffer or permit to be enforced against Lessor's title to the Premises, or any thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided, or otherwise arising (except liens, claims or demands suffered by or arising from the actions of Lessor).

B. Lessee shall pay all such liens, claims and demands before any action is brought to enforce the same against the Premises; and Lessee agrees to hold Lessor and said land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses in connection therewith.

C. Should Lessee fail or refuse to pay any lien, claim, or demand arising out of the construction, repair, restoration, maintenance and use of the Premises and the buildings and improvements hereon, or any other claim charge or demand which Lessee has agreed to pay under the covenants of this Lease, Lessee or its authorized encumbrances, if any, shall, within thirty (30) days provide written notice from Lessor to Lessee or its said encumbrancer, pay and discharge the same or shall furnish to City, in a form satisfactory to City, sufficient security to hold Lessor and said land free from all liability for such lien, claim, or demand and all costs and expenses in connection therewith. Should Lessee or its said encumbrancer, within said thirty (30) days period, not pay discharge said lien, claim or demand or not provide said security to Lessor, then Lessor may at its own option, either treat such failure or refusal as a breach of or default under this lease, or may pay any such lien, claim or demand, or settle or discharge any action therefore or judgment thereon, and all costs, expenses and other sums incurred or paid by Lessor in connection therewith shall be repaid to Lessor by Lessee upon written demand, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment until repaid, and any default in such repayment shall constitute a breach of the covenants and conditions of this Lease.

28 - RIGHT TO ASSIGN OR TRANSFER

A. Lessee shall not encumber, assign or otherwise transfer this Lease, or any right or interest herein, to any of the Improvements, without the prior written consent of Lessor, and no such encumbrance, assignment or transfer, whether voluntary or involuntary, by operation of law, under legal process or proceedings, or otherwise, shall be valid or effective without such prior written consent.

B. If Lessee hereunder is a corporation or an unincorporated association or a partnership, the transfer, assignment or hypothecation of any stock or interest in said corporation, association or partnership, in the aggregate in excess of twenty-five percent (25%) shall be deemed an assignment within the meaning of this lease. The following transfers are excepted from the provisions of this paragraph:

1. Transfer or assignment of stock or interest to a shareholder or member of the same corporation, association, or partnership.

2. Transfer or assignment of stock or interest to a spouse, child, or grandchild of a shareholder or member to a trust for the benefit of the same.

C. Should Lessee attempt to make or suffer to be made any such encumbrance, assignment, or transfer, except as aforesaid, or should any right or interest of Lessee hereunder or in or to the Improvements be transferred or sold by or under court order or legal process, or otherwise, then any of the foregoing events shall be deemed a breach of this Lease and thereupon Lessor may, at its option, terminate this Lease forthwith by written notice thereof to Lessee, or exercise other rights provided by law or in this Lease to be exercisable by Lessor in the event of any default or breach under this Lease. Should Lessor consent to any such encumbrance, assignment, or transfer, such consent shall not constitute a waiver of any of the restrictions of this clause and the same shall apply to each and every encumbrance, assignment, or transfer hereunder and shall be severally binding upon each and every encumbrancer, assignee, transferee, and other successor in interest of Lessee.

D. Lessor agrees that it will not unreasonably withhold its consent to any assignment, or transfer requiring its prior approval hereunder, but Lessor may withhold such consent:

1. If the proposed assignee shall not covenant in writing to keep, perform and be bound by each and all the covenants and conditions of this Lease herein provided to be kept and performed by Lessee and to assume any previously accrued obligations hereunder.

2. If this Lease is in default at such time in any respect.

3. If the construction, or demolition of the Improvements on the Premises is in progress, or if said construction or demolition is incomplete.

4. Until a determination has been made by Lessor that the assignee, transferee, or other successor in interest of Lessee can pay rent and operate in accordance with the standards required by Lessor.

E. Any document that purports to assign, transfer, or encumber the Premises or any part thereof, shall incorporate directly or by reference all provisions of this Lease unless otherwise amended in writing. Upon any assignment or transfer approved by Lessor, Lessee shall be relieved of any further obligations arising under this Lease after the effective date of such assignment.

F. Lessee may sell interest in its corporate aircraft stored within the Improvements, but Lessee understands and agrees that at any time its financial interest in the ownership of any such

individual aircraft drops below twenty percent (20%), then Lessee shall pay to Lessor during that period, in addition to the rent identified in Section 4.B, a sum equivalent to the monthly rent charged by Lessor for occupancy of an R-1 Hangar at that time.

G. Lessee shall be permitted to sublet the Premises to third parties for the purpose of storing, maintaining and repairing aircraft, provided that such subletting shall only be to third parties deemed acceptable by Lessor in writing.

29 - DEFAULT

A. In the event Lessee shall default in the performance of any condition or covenant in this Lease (except the payment of rent), Lessor may, at its option, take such action as provided in paragraph C hereof, but only if Lessee fails to rectify said default within thirty (30) days after written notice thereof is served upon Lessee by Lessor. In the event, however, that the default is of such nature that the same cannot be rectified in such thirty (30) day period, then such default shall be deemed to be rectified if Lessee shall have commenced the compliance of the provisions hereof breached by it within said thirty (30) day period and shall with all diligence prosecute work or perform the particular provisions until the same shall have been fully rectified or performed.

B. In the event Lessee should fail to pay any installment of rent or pay any other sum due provided in this Lease to be paid by Lessee at the time or times herein specified, Lessor may, at its option, take such action as provided in paragraph C hereof, but only if said default is not rectified within ten (10) days after written notice thereof is served on Lessee by Lessor.

C. In the event Lessee shall fail to pay rent or any other sum provided in this Lease, or in the event of any other breach of this Lease by Lessee, then Lessor, in addition to and without prejudice to any other right or remedy of Lessor hereunder, shall have the immediate right to lawfully re-enter and remove all persons and personal property from the Premises, and such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may either terminate this Lease or may from time to time, without terminating this Lease, relet premises or any part thereof for such term or terms (extending, at Lessor's option, beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. Upon such reletting:

1. Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent hereunder, the cost and expenses of such reletting and of any such alterations and repair, incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceed the amount agreed to be paid as rent for the Premises for such period of such reletting; or

2. At the option of Lessor, rents received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness hereunder of Lessee to Lessor, other than rent due; second, to the payment of any costs and expenses of such reletting and of any such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid by Lessor and applied in payment of future rent as the same may become due and payable hereunder.

3. If Lessee has been credited with any rent to be received by such reletting under Option (1), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under Option (2) during any month be less than that to be

paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election by Lessor to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any breach, in addition to any other remedy available to Lessor hereunder, Lessor may recover from Lessee all damages which Lessor may incur by reason of such breach, including any cost of recovering the Premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of stated term, all of which amount shall be immediately due and payable from Lessee to Lessor.

30 - INDEMNIFICATION AND HOLD HARMLESS

This Lease is made upon the express condition that Lessee shall indemnify, defend, and hold harmless Lessor and its officers, employees, and agents from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, damage to property, violation of federal, state or municipal law or ordinance, or other cause to the extent arising from or in connection with the use of Premises by Lessee during the term of this Lease; Lessee's failure to keep the Premises and any and all improvements and other property therein in good, safe, and sanitary condition; any acts or omissions; or otherwise connected with Lessee, its employees, contractors, subcontractors or agents, except for any such claim arising from the negligence or willful misconduct of the Lessor.

Lessee shall reimburse the Lessor for all costs and expenses including, but not limited to court costs, incurred by the Lessor in enforcing the provisions of this section.

31 - ABANDONMENT, ETC.

Except as may be herein in this Lease otherwise expressly provided, Lessee shall not vacate or abandon the Premises at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender said premises or be dispossessed by process of law or otherwise, any property belonging to Lessee and left on the Premises shall be deemed, at the option of Lessor, to be abandoned.

32 - CO-ORDINATES

Co-ordinates used in the description in this lease are based upon the "Horizontal Control Net California Plan Co-ordinates, Zone 4," for the City of Salinas, on file in the office of the City Engineer of the City of Salinas.

33 - BANKRUPTCY, ETC.

Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall constitute a breach of this Lease by Lessee. Notwithstanding the above provisions, the filing of any involuntary petition in bankruptcy against Lessee shall not constitute a breach of this Lease, unless and until there is an adjudication in such involuntary bankruptcy proceedings that Lessee is bankrupt, which adjudication shall constitute a breach of this Lease.

34 – NO WAIVER OF RIGHTS

The waiver by Lessor of any breach of any term, covenant or condition contained in this lease shall not be deemed to be a waiver of such term, covenant or condition in any subsequent breach of the same or any other term, covenant or condition; and the consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee, and the subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

35 - LITIGATION INVOLVING LEASE

In the event Lessor is made a party to any litigation concerning this Lease or the Premises of any act or omission by Lessee, Lessee shall hold Lessor harmless from all loss or liability, including reasonable attorney's fees incurred by Lessor in such litigation. Further, Lessee shall at its own expense, upon written request by Lessor, defend any such suit or action brought against Lessor, its officers, agents and employees. This section specifically includes any liability arising out of or in connection with separate agreements that Lessor may execute with third parties for services, volunteer or otherwise, relating to or in support of airport activities. In case suit shall be brought for an unlawful detainer of said premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant or provision herein contained on the part of Lessee to be kept or performed, and Lessor prevails therein, Lessee shall pay to Lessor reasonable attorney's fees, which shall be fixed by the court.

36 - HOLDING OVER

Any holding over after the expiration of this Lease with the consent of Lessor shall be construed to be a tenancy from month to month at a monthly rental equal to one twelfth of the rental for the year immediately preceding the expiration of said term, and shall otherwise be on the terms and conditions herein in this Lease specified so far as applicable, except that there shall be no right to extend the term of this Lease.

37 - LESSEE'S ASSUMPTION AND WAIVER

This Lease is made upon the express condition, and (in consideration of Lessor's leasing the Premises as herein provided) Lessee covenants, that Lessee hereby voluntarily assumes all risk of loss, damage or injury to the person or property of Lessee (including the leasehold interest of Lessee herein), and of its agents or employees, and of any other person in or about the Premises, which during the term of this Lease may be caused by or arise or occur in any manner from:

A. Flight of any aircraft of any and all kinds now or hereafter known in, through, across, around, or about any portion of the airspace over the Premises; or

B. Noise, vibration, currents and other effects of air, illumination and fuel consumption, or fear thereof, arising or occurring from or during such flight, or from or during the use by such aircraft of Salinas Municipal Airport facilities, including but not limited to landing, storage,

repair, maintenance, operation, warm-up, and take-off of such aircraft, and the approach and departure of aircraft to or from said Airport.

Lessee hereby waives and releases Lessor, its officers, employees, agents and contractors, from any and all claims or causes of action which it may now or hereafter have against Lessor, its officers, employees, agents or contractors, for any loss, damage or injury as outlined in subsections A and B of this paragraph except to the extent arising from the negligence or willful misconduct of Lessor. Nothing in this Section shall be construed to be a waiver or release of any claims or causes of action against any third party for any loss, damage or injury arising from such third party's negligent acts or omissions.

38 - CONSTRUCTION OF LEASE

Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If there be more than one Lessee designated in or signatory to this lease, the obligations hereunder imposed upon Lessee shall be joint and several; and the term "Lessee" as used herein shall refer to each and every of said signatory parties severally as well as jointly. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. This instrument contains all of the agreements and conditions entered into and made by and between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

39 - TIME

Time is and shall be of the essence of each term and provision of this Lease.

40 - MATERIAL BREACH

Each and every term, condition, covenant and provision of this Lease is and shall be deemed to be a material part of the consideration for Lessor's entry into this Lease, and any breach hereof by Lessee shall be deemed to be a material breach.

41 - NOTICES

Except as is otherwise herein provided, all notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party shall be in writing and shall be sufficiently given and served upon the other party if sent by mail, postage prepaid and addressed as follows:

If to Lessor, the same shall be addressed to:

Airport Manager
Salinas Municipal Airport
30 Mortensen Avenue
Salinas, CA 93905

or to such other place as Lessor may by such similar notice in writing designate.

If to Lessee, the same shall be addressed to:

Seatec Underground Utilities, Inc.

967 Airport Blvd.
Salinas, California 93905

or to such other place as Lessee may by such similar notice in writing designate.

42 - ENCUMBRANCES OF LEASEHOLD INTEREST

Lessee may encumber by mortgage or deed of trust or mortgages or deeds of trust Lessee's leasehold interest in the Premises, Improvements, and/or Additional Improvements to secure a loan from any bank or savings and loan institution that is federally insured to construct the buildings, structures or improvements mentioned in Section 5 hereof and for the expansion of Lessee's buildings, structures or improvements thereon, provided the unpaid balance of any and all such loans and increases shall not at any time exceed \$750,000.00 without the prior written consent of the Council of the City of Salinas first had and obtained. In connection therewith, Lessee may assign, for security purposes, Lessee's leasehold interest in said premises and Lessee's rights in the Improvements, to the mortgagees or trustees under such mortgages or deeds of trust, such encumbrances and assignments to be subject, however, to the following covenants and conditions, each and all of which shall be binding upon and inure to the benefit of Lessor, Lessee, mortgagees, and trustees:

A. That any such encumbrances and assignments for securing purposes shall not be effective unless a photocopy of the particular mortgages or deeds of trust encumbering Lessee's leasehold interest in said Premises and Lessee's rights in the Improvements shall be filed with Lessor's City Clerk within ten (10) days from and after the date of their execution.

B. That, except as hereinafter otherwise provided, the mortgages or deeds of trust and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of Lessor hereunder.

C. That in the event of any conflict between the provisions of this Lease and the provisions of such mortgages or deeds of trust, the provisions of this Lease shall control.

D. That in the event at any time prior to the expiration of the term of this Lease there shall be a non-substantial destruction of the buildings, structures and improvements on the Premises, defined as damage costing less than \$25,000 to repair and restore, then notwithstanding the provisions of Section 7 of this Lease, Lessee shall be required to diligently restore said buildings, structures and improvements, and Lessee agrees to use the proceeds of the fire and extended coverage insurance mentioned in Section 25 hereof for the purpose of restoring and rehabilitating said buildings, structures and improvements.

E. That in the event at any time prior to expiration of the term of this Lease there shall be a substantial destruction of all the buildings, structures and improvements on the Premises, defined as damage costing \$25,000 or more to repair and restore, then Lessee shall have the rights as are given to Lessee by the provisions of Section 7 of this Lease to either diligently restore and rehabilitate said buildings, structures and improvements or to terminate this Lease.

In the event Lessee should elect to restore and rehabilitate said buildings, structures and improvements, Lessee agrees to use the proceeds of such fire and extended coverage insurance mentioned in Section 25 hereof to restore and rehabilitate said buildings, structures and improvements.

In the event Lessee should elect to terminate this Lease, Lessee shall first disburse the proceeds of the fire and extended coverage insurance mentioned in Section 25 hereof to the mortgagees or trustees in such amount to pay off in full the indebtedness secured by said mortgage or deeds of trust. The remaining proceeds, if any, of such fire and extended coverage insurance shall be paid to Lessor for such amounts, if any, due and owing to Lessor by Lessee under any of the terms of this Lease. Thereafter, any proceeds remaining shall be disbursed to Lessee.

F. That Lessor shall mail to the trustees or mortgagees (if such trustees or mortgagees shall have first requested such notice from Lessor in writing and provided Lessor with an address to which such notice shall be sent) a duplicate copy of any and all notices in writing which Lessor may from time to time give to or serve upon Lessee under and pursuant to the terms and provisions of this Lease. Said copies shall be mailed to mortgagees or trustees as nearly as is reasonably possible to do so at the same time such notices are given to Lessee.

G. That the mortgagees or trustees may, at their option, at any time before the rights of Lessee shall have been terminated as provided in this Lease, pay any of the rents due under this Lease or pay any taxes or assessments and make any repairs or improvements or do any other act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Lease to prevent the termination of this Lease. All payments so made and all things so done and performed by mortgagees or trustees shall be as effective to prevent the termination of the rights of Lessee there under as if they were done and performed by Lessee instead of by mortgagees or trustees.

H. That in the event a mortgagee or trustee or third person acquires Lessee's interest in the Lease and possession of the Premises by foreclosure, by trustee's sale, or as a result of any other action or remedy provided for or by any mortgage or deed of trust, or by deed or assignment in lieu of trustee's sale or foreclosure proceedings, such mortgagee or trustee or third person shall take Lessee's interest in the Premises and possession of the Premises subject to all the provisions of this Lease and shall, so long as trustee or mortgagee or third person shall be the owner of the leasehold interest and legally entitled to possession of the Premises by reason of such foreclosure, trustee's sale, or any other action or remedy provided for or by any mortgage or deed of trust or deed of assignment in lieu of trustee's sale or foreclosure proceedings, personally assume all of Lessee's obligations under this Lease arising after the date such mortgagee or trustee or third person acquires title thereto. In no event shall the Premises be used for a non-aviation purpose.

I. In the event such mortgagee or trustee or third person acquires, as a result of this paragraph, Lessee's interest in the Premises and possession of the Premises, such trustee, mortgagee, or third person may encumber, by mortgages or deeds of trust, for security purposes, its leasehold interest in said premises and its rights in the Improvements to secure loans thereof from any bank or savings and loan institution that is federally insured to the same extent as Lessee has such right under and by virtue of the provisions of Section 42 hereof, it being understood that any reference to Lessee appearing therein shall apply to such mortgagee or trustee or third person.

Notwithstanding the provisions of Section 29 hereof, Lessor shall not, in the event of a breach of this Lease by Lessee, terminate this Lease or re-enter, retake possession of or relet the Premises or take advantage of any other legal right or remedy Lessor might have by reasons of a breach if, within forty-five (45) days after notice of such breach has been sent to the mortgagees or trustees or third persons, the mortgagees or trustees or third persons commence an action to obtain possession of said premises, including the appointment of a receiver, or institute foreclosure proceedings to sell the interest of Lessee at foreclosure sale or trustee's sale, or acquire title to Lessee's interest by deed or assignment in lieu of such trustee's sale or foreclosure proceedings, and thereafter diligently proceed in good faith to cure such breach;

provided, however, that the rental agreed to be paid and the other covenants of Lessee hereunder are fully paid and are fully performed and the breach cured by such mortgagees or trustees or third persons or by Lessee during such forty-five (45) period.

If any such breach is of such a nature that it is impractical to cure the breach without physical possession of the Premises within forty-five (45) days after notice thereof, Lessor shall not terminate this Lease or re-enter, retake possession of or relet the Premises, or take advantage of any other legal right or remedy Lessor might have by reason of a breach, as long as such mortgagees or trustees or third persons shall have commenced the curing of such breach within said forty-five (45) days and shall then be continuously and diligently proceeding in good faith to cure such breach so that it can and will be cured within a reasonable time; provided the rental agreed to be paid is in fact paid within said forty-five (45) day period and thereafter paid on time and provided further that other covenants and obligations of Lessee which are not physically impossible of performance within said forty-five (45) day period are in fact fully performed by such mortgagees or trustees or third persons or by Lessee within said forty-five (45) day period.

43 - HEIRS, SUCCESSORS AND ASSIGNS

All of the covenants, agreements, conditions and undertakings herein contained shall, subject to the provisions as to assignments, apply to and bind the representatives, heirs, executors, administrators, successors and/or assigns of all the parties hereto; and all the parties hereto shall be jointly and severally liable hereunder.

44 - HEADINGS

The various section headings and numbers 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.

45 - SEVERABILITY

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

46 - HAZARDOUS SUBSTANCES

A. Pursuant to Health and Safety Code section 25359.7, Lessee shall notify Lessor in writing within a reasonable time after Lessee obtains knowledge of any material release of hazardous substances and of any hazardous substances that have come to be located beneath the Salinas Municipal Airport.

B. Prior to the expiration of this Lease, Lessee shall at its sole expense, remove all items of personal property from the Premises, including but not limited to all flammable substances and hazardous materials and wastes (as defined by state and federal law) at the time of expiration of this Lease to the extent released or deposited by Lessee and to the extent the presence of which violates applicable Law. Lessee shall have no liability or responsibility for removal of flammable substances or hazardous materials and wastes migrating to beneath the Premises or existing prior to the Commencement Date.

C. Lessee shall make available for inspection to the Lessor, all records relating to the maintenance, release, mitigation, cleanup and disposal of any hazardous substances on the Premises.

D. Lessee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes it uses, stores, releases or discharges on the Premises during the term of this Lease, and shall timely comply with the orders of any governmental agencies relating thereto.

E. Lessor may reasonably enter upon and inspect the Premises at any time. Lessee shall be responsible for meeting current storm water pollution prevention Best Management Practices (BMPs), as identified by Lessor in Lessor's Storm Water Pollution Prevention Plan (SWPPP) as amended. As of the commencement date of this Lease Agreement, these BMPs are:

- a labeled and stocked spill kit must be on site;
- personnel must undergo routine spill response training.
- keep all maintenance activities covered from wet weather.
- use of drip pans.
- off site removal of pollutants.
- use of dry cleanup methods.
- use of spill and overflow protection.
- proper storage and labeling of materials.

Lessee understands and agrees that failure to meet the BMPs listed above may result in Lessee no longer being included by Lessor in Lessor's participation in the general permit of the California State Water Resources Control Board concerning storm water discharges.

47 – COUNTERPARTS

This Lease 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.

48 - LEGAL REPRESENTATION

Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Lease and the matters and claims set forth herein, and that each of them has read this Lease 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 Lease as an inducement to enter into this Lease.

49 - WARRANTY OF AUTHORITY

Each party represents and warrants that it has the right, power, and authority to enter into this Lease. 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 Lease for it, to enter into this Lease.

50 – INTEGRATION AND AGREEMENT

This Lease represents the entire understanding of City and Lessee 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 Lease may not be modified or altered except by amendment in writing signed by both parties.

51 – JURISDICTION

This Lease shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Lease shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

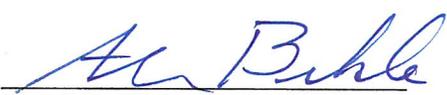
IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the date first written above.

CITY OF SALINAS



Ray Corpuz
City Manager

**SEATEC UNDERGROUND
UTILITIES, INC.**



By: Alan Bikle
Its: President

APPROVED AS TO FORM:



Christopher A. Callihan
City Attorney

RECOMMENDED FOR APPROVAL:



Brett J. Godown
Airport Manager

Property Description

Seatec Underground Utilities, Inc. - Airport

That certain real property lying within the City of Salinas, County of Monterey, State of California, and being a portion of that certain 155.14 acre tract of land acquired by Salinas, a municipal corporation, from Ada May Bardin by Resolution No. 1126(N.C. S.) dated September 23, 1940 and recorded in Volume 684 of Deeds at Page 403 therein, Official Records of Monterey County, California, and being more particular.ly described as follows:

Beginning at the true point of beginning of that certain 1.0616 acre parcel designated as Parcel A as leased to A. Teeters by Salinas, a municipal corporation, by lease indenture as recorded in Reel 1048 at Page 202, Monterey County Records; thence from said point of beginning, South 6° 06' 00" West, 116.00 feet along the westerly line of said Parcel A, to the corner common to said Parcel A and Parcel B of said lease said point being the TRUE POINT OF BEGINNING; thence leaving the boundary of said Parcel A and running the following courses:

1. South 32°35'42" West 184.36 feet to an angle point; thence
2. North 83°54'00" West 406.55 feet to the southerly line of Airport Boulevard, a city street 84 feet wide,; thence
3. North 57°47'00" East 266. 12 feet along said southerly line of Airport Boulevard, to the southerly corner of that certain 0.711 acre parcel designated as Parcel 1 as leased to Wells Fargo by Salinas, a municipal corporation, by lease indenture as recorded in Reel 659 at Page 294, Monterey County Records; thence easterly along a fence line
4. South 63°48'30" East 62.33 feet to an angle point in said fence line; thence
5. South 73°00'42" East 21.93 feet to an angle point in said fence line; thence
6. South 83°21'50" East 116.80 feet to an angle point in said fence line; thence
7. North 86°02'18" East 27.51 feet to an angle point in said fence line; thence
8. North 79°01'16" East 30.21 feet to an angle point in said fence line; thence
9. North 70°34'29" East 30.10 feet to the TRUE POINT OF BEGINNING, containing 1.174 acres of land, more or less.



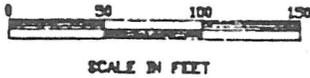
This description was prepared under my direction.

Don Clark Whittle

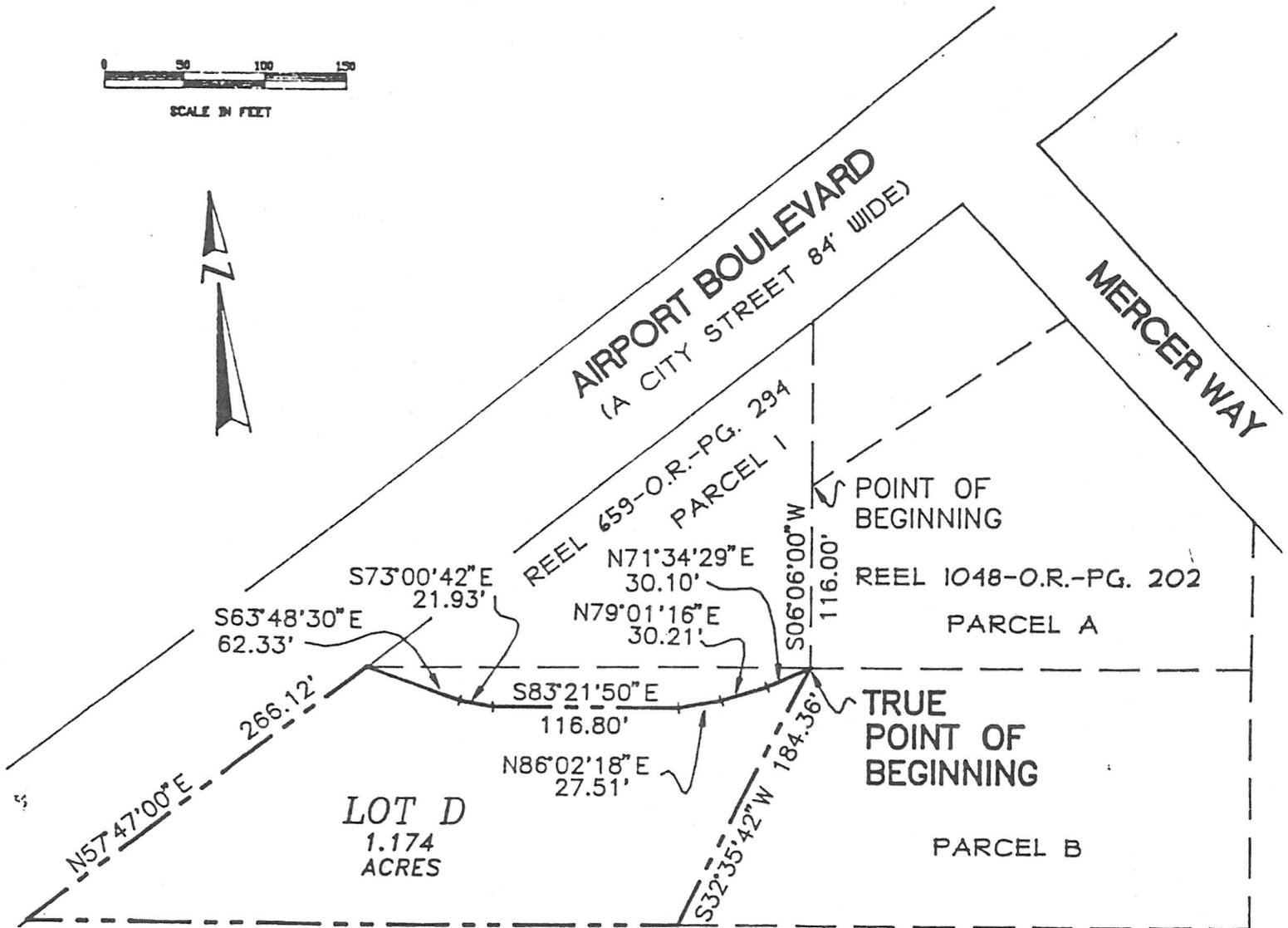
D. Clark Whittle L.S. 3753
License Expires 6/96

Parcel Map

LOT D, SEATEC UNDERGROUND UTILITIES, INC. PARCEL BEING
A PORTION OF THAT 115.14 ACRE TRACT
RECORDED IN VOL. 684-DEEDS-PG. 403, BEING WITHIN THE
CITY OF SALINAS, MONTEREY COUNTY, CALIFORNIA



SCALE IN FEET



N8354'00"W 406.55'



D. CLARK WHITTLE L.S. 3753
MY LICENSE EXPIRES 6/96



City of Salinas

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

Legislation Text

File #: ID#19-455, **Version:** 1

California Public Utilities Commission Grant Award

Approve a Resolution approving a grant award from the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF) grant award in the amount of \$50,783 and authorize execution of all related grant acceptance documents.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: August 27, 2019
DEPARTMENT: LIBRARY & COMMUNITY SERVICES DEPARTMENT
FROM: KRISTAN LUNDQUIST, LCS DIRECTOR
BY: MARY ELLISON, MARKETING & DEVELOPMENT COOR.
TITLE: CALIFORNIA PUBLIC UTILITIES COMMISSION CASF
ADOPTION PROGRAM GRANT AWARD

RECOMMENDED MOTION:

A motion to accept the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF) grant award in the amount of \$50,783 and authorize execution of all related grant acceptance documents.

RECOMMENDATION:

It is recommended that the City Council accept the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF) grant award in the amount of \$50,783 in support of the El Gabilan Library technology buildout and public access to broadband services.

BACKGROUND:

On March 1, 2019 the Salinas Public Library applied for a CASF grant from the CPUC for support of the technology needs of the new El Gabilan Library, and to increase public access to broadband services in the community. The new \$20M fund from the CPUC awards grants for Broadband Access Programs and Digital Literacy Programs to California's public libraries, and other nonprofits. It is aimed at communities that are currently under-served and have high percentages of lower-income residents. The "Fixed Broadband Adoption Rate," a key measurement in the evaluation for the award, is 72.9% for Monterey County. Merced County, for comparison, has an adoption rate of 65.4%, and Santa Clara has an adoption rate of 84.3%. The program intends to distribute \$5M per year, with the last application funding cycle scheduled for July 1, 2022. Receipt of this award does not preclude the City of Salinas from applying for future grants from this fund.

On July 12, the Salinas Public Library received notification from the CPUC of an award in the amount of \$50,783.00 in the category of Broadband Access for a project entitled "El Gabilan Library Connects!" Funds were requested to purchase networking infrastructure equipment for the new El Gabilan library, including routers and access points, as well as desktops, printers, and laptops. It also included furniture purchases for the public computing areas in the new library

(desks, chairs, and charging stations). The grant requires that our project include outreach to the community for greater broadband adoption. The library currently provides information to the public about low cost Internet services, both in our adult literacy basic computer classes, and also through flyers posted for the general public. This grant includes a budget for marketing, specifically online advertising, and the design and printing of a promotional brochure and rack card. Promoting access to the library's online digital resources helps the library realize a better return on its investment in e-resources, and helps to create a more computer and information literate community. Increasing digital inclusion by providing public computers and broadband access continues to be a critical service of the library. In 2017-18, a total of 39,008 customers connected to Salinas Public Library Wifi, with a total of 45,054 public computer sessions at John Steinbeck Library; 34,798 public computer sessions at Cesar Chavez Library; and 15,191 sessions at El Gabilan Library. The new El Gabilan library will provide the community with a minimum of 40 public computing devices, with public access sessions likely to match or exceed that of John Steinbeck Library.

The grant allows for an implementation period of up to 24 months, and requires the grantee be ready to provide broadband access within 6 months of the grant award. The opening of the new El Gabilan Library in January of 2020 will allow the library to meet this last requirement.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The grant will support the City Council Strategic Plan Goal V: Quality of Life.

DEPARTMENTAL COORDINATION:

Library & Community Services will work with the Finance Department to request reimbursement of funds, establish expenditure accounts, and prepare final budget reports required at the end of the grant period, as well as with the Information Technology Department to purchase and to install new equipment.

FISCAL AND SUSTAINABILITY IMPACT:

There is no impact to the City's General Fund Budget. No additional Measure E funding will be required beyond that already allocated to the Library's annual budget. No matching funds are required.

ATTACHMENTS:

CPUC Grant Award Letter Dated 7/12/2019
Salinas Public Library "El Gabilan Library Connects!" Grant Application
Council Resolution

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

**RESOLUTION ACCEPTING THE CALIFORNIA PUBLIC UTILITIES COMMISSION CASF
ADOPTION PROGRAM GRANT AWARD IN THE AMOUNT OF \$50,783 AND
AUTHORIZING RECEIPT OF FUNDS.**

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the City Manager or his designee may accept funding in the amount of \$50,783 from the California Public Utilities Commission CASF Adoption Program and further authorize the receipt of funds.

BE IT FURTHER RESOLVED that the Library and Community Services Director is hereby authorized to take whatever additional action may be necessary to effectuate the intent of this Resolution.

PASSED AND APPROVED this 27th day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



July 12, 2019

Kristan Lundquist
City of Salinas, Salinas Public Library
1400 North Main St.
Salinas, CA 93906

SUBJECT: CASF ADOPTION PROGRAM GRANT AWARD FOR BROADBAND ACCESS

This letter serves to inform you that the California Public Utilities Commission (CPUC) Communications Division (CD) approves California Advanced Services Fund (CASF) Adoption Program grant funding to City of Salinas, Salinas Public Library (Grantee).

In your application, you requested \$51,459. The CPUC has approved your CASF grant application for funding of up to \$50,783 for the "El Gabilan Library Connects!" project.

Requirements

The grant award is predicated on the Grantee's agreement to provide adoption services as detailed in its application, and consistent with the Expedited Review criteria. In its application, Grantee agreed and attested to comply with the specified Expedited Review criteria, which includes meeting all the milestones and goals set out for the project(s), as well as fulfilling the requirements per Decision (D.) 18-06-032. Key requirements for services the Grantee will provide its customers include, among others:

- Grantee will provide broadband access as described in its application.
- Grantee will perform education and outreach to educate the community of available broadband internet services.
- Grantee has identified a designated space for broadband access.
- Grantee must provide technical support, either by phone or in person, within 24 hours.
- Grantee must be ready to provide access within six months of the grant award.
- Grantee must complete the project within 24 months from the ramp up period.
- Grantee must sustain the adoption project for 24 months or until the project deliverables and milestones have been met.

Reporting

The grant award is also contingent upon fulfilling the reporting requirements per D.18-06-032, Appendix 1. These reports include a Ramp-up period report (if applicable), a Year 1 Progress Report and a Year 2 Completion Report. Please refer to the Administrative Manual posted on the CPUC CASF website for the reporting templates.

Grantee must maintain files, invoices, and other related documentation for three years after final payment. Grantee shall make these records available to the CPUC upon request and agree that these records are subject to audit and review by the CPUC at any time within three years after Grantee has incurred the expense being audited.

Payment

Grantee may submit up to three payment requests throughout the project period. Payment requests will accompany the 3 reports required above. Payment will be based upon receipt and approval of invoices and other supporting documents showing that expenditures incurred for the project are in accordance with their approved application and budget.

The CPUC has the right to conduct any necessary audit, verification, and discovery during project implementation to ensure that CASF funds are spent in accordance with the terms of approval the CPUC grants. Please refer to the Administrative Manual posted on the CASF page on the CPUC's website for the payment request templates.

Execution and Performance

Grantee must begin the project within six months after the CPUC grant's approval (after the ramp-up period if applicable) and must complete the project within 24-months. The Grantee must complete all performance under the award on or before the termination date of the award. The CPUC may withhold or terminate grant payments if the Grantee does not comply with any of the requirements set forth in its application and compliance with the CASF. If the Grantee fails to complete the project in accordance with the terms of approval granted by the CPUC, the grantee will be required to reimburse some or all the CASF funds that it has received. Please note that the award, and all reimbursements, are contingent upon the Grantee fulfilling its obligation to provide access to the specified number of participants as described in its application.

By receiving a CASF grant, Grantee agrees to comply with the terms, conditions, and requirements of the grant award, and submit to the jurisdiction of the CPUC regarding disbursement and administration of the grant and the CPUC's enforcement authority under Pub. Util. Code, §§ 2108 and 2111. In the event Grantee fails to complete the project in accordance with the terms of the approval granted by the CPUC as set forth in

project in accordance with the terms of the approval granted by the CPUC as set forth in D.18-06-032 and this award letter, Grantee must reimburse some or all the CASF funds it has received.

Grantee must report any material changes in the entries for the application, such as discontinuing operation or bankruptcy, or change of name (DBA), change of address, telephone, fax number or E-mail address, by letter to the California Public Utilities Commission, Director of the Communications Division, 505 Van Ness Avenue, San Francisco, CA 94102 and CDCompliance@cpuc.ca.gov. Grantee must also notify the CPUC as soon as they become aware that they may not be able to meet project deadlines.

Award Acceptance

Should Grantee agree to the terms set herein, please sign and email the Consent form and acceptance letter (see Attachment 1). A completed and executed Attachment 1 should be emailed to CASF_Adoption@cpuc.ca.gov within 30 calendar days from the date of this letter. Should the Grantee not accept the award, through failure to submit the Consent Form within 30 calendar days from the date of this Resolution's adoption, the CPUC will deem the Grant or award to be null and void.

Attachment 2 contains the Payee Record Form which is required to process your payments. Please complete Attachment 2 and email it along with Attachment 1 to CASF_Adoption@cpuc.ca.gov within 30 calendar days from the date of this letter.

Thank you once again for your application and we look forward to your response. Please contact CASF_Adoption@cpuc.ca.gov if you have any questions about the CASF Adoption Program and/or your CASF grant.

Sincerely,



Cynthia Walker
Director
Communications Division

ATTACHMENT 1

**Consent Form and Acknowledgement and Acceptance of the
California Advanced Services Fund Broadband Adoption Grant Award**

Name of Grantee: City of Salinas, Salinas Public Library

Grantee identified above hereby acknowledges acceptance of the California Advanced Services Fund Broadband Adoption Grant and agrees to comply with all grant terms, conditions, and requirements set forth in the Approval Letter and Decision 18-06-032. Grantee also agrees to fulfill the goals it identified in the application and understands that all payment requests will be subject to it meeting those goals.

Budget: Grant funding is approved for this project of up to \$50,783 in the following categories.

CASF Broadband Adoption Grant Funding	
Category	Approved Grant
<i>In-Classroom Computing Devices</i>	\$3,000
<i>Take Home Computing Devices</i>	\$7,573.50
<i>*General Program Implementation</i>	\$40,209.50
Total Grant Award	\$50,783

*The grant approved for "General Program Implementation" includes *eligible* program costs as approved in Commission Decision (D.) 19-02-008 such as:

- Education and outreach efforts (including travel) and materials;
- Software, Printers and Routers;
- Provision of technical support for the computing devices subsidized through this program;
- Desks and chairs to furnish a designated space for broadband access; and
- Staff for monitoring the designated space, or staff for administering call centers (if applicable).

Facility rent, utilities, internet service costs, food costs, lodging, marketing incentives for participation, and other items not listed above are not eligible for reimbursement. Any remaining project costs not authorized for funding by the CASF Adoption grant must be funded by other sources.

Goals: Grant funding is approved for this project based on the below goals as stated in the grantee's application. All reimbursements will be made based on the Grantee meeting the following goals and metrics.

CASF Broadband Adoption Grant Funding	
Goal	Metric
<i>Grantee will make available broadband access</i>	<i>45,250 hours/year</i>
<i>Grantee will provide broadband access to the following</i>	<i>8,000 participants/ year</i>
<i>Grantee will perform the following education and outreach to educate the community of available broadband internet services</i>	<i>As described in Grantee's application.</i>
<i>Grantee will subscribe the following number of participants in broadband internet services</i>	<i>256 participants</i>

Undersigned representative of _____ [Name of Grantee] is duly authorized to execute this Agreement Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth by the California Public Utilities Commission.

Dated this ____ day of _____, 20__.

Signature _____

Printed Name _____

Title _____

Organization or Name of Company _____

Business Address (include street address, suite/apt. number, city, state, and ZIP Code)

ATTACHMENT 2
Payee Record Form

Print Form

Reset Form

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

1	<p>INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments.</p> <p>Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>					
2	<p>BUSINESS NAME (As shown on your income tax return)</p>					
	<p>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL (Name as shown on SSN or ITIN) Last, First, MI</p>				<p>E-MAIL ADDRESS</p>	
	<p>MAILING ADDRESS</p>			<p>BUSINESS ADDRESS</p>		
	<p>CITY</p>	<p>STATE</p>	<p>ZIP CODE</p>	<p>CITY</p>	<p>STATE</p>	<p>ZIP CODE</p>
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/></p>					<p>NOTE: Payment will not be processed without an accompanying taxpayer identification number.</p>
<p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p>	<p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p>		<p>CORPORATION:</p> <p><input type="radio"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="radio"/> LEGAL (e.g., attorney services)</p> <p><input type="radio"/> EXEMPT (nonprofit)</p> <p><input type="radio"/> ALL OTHERS</p>			
	<p><input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC (Disregarded Entity)</p>			<p>ENTER SSN OR ITIN: <input type="text"/></p> <p><small>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</small></p>		
4	<p>PAYEE RESIDENCY STATUS</p> <p><input type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> CALIFORNIA NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding.</p> <p><input type="radio"/> No services performed in California.</p> <p><input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.</p>					
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</p>					
	<p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</p>			<p>TITLE</p>		<p>TELEPHONE (include area code)</p>
	<p>SIGNATURE</p>			<p>DATE</p>	<p>E-MAIL ADDRESS</p>	
6	<p>Please return completed form to:</p>					
	<p>DEPARTMENT/OFFICE California Public Utilities Commission</p>			<p>UNIT/SECTION CASF Adoption Account Administrator (Communications)</p>		
	<p>MAILING ADDRESS 505 Van Ness</p>			<p>TELEPHONE (include area code)</p>	<p>FAX</p>	
	<p>CITY San Francisco</p>	<p>STATE CA</p>	<p>ZIP CODE 94102</p>	<p>E-MAIL ADDRESS CASF_Adoption@cpuc.ca.gov</p>		

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

1	<p>Requirement to Complete the Payee Data Record, STD 204</p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the state agency requesting the STD 204.</p>

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

California Public Utilities Commission, CASF Adoption Account Application				
General Information				
1. Applicant/Organization Information				
Applicant/ Organization Name:	City of Salinas, Salinas Public Library			
Website Address:	www.salinaspubliclibrary.org	Phone Number:	(831) 758-7311	
2. Type of Organization (select from list)				
	<input type="checkbox"/> 501 (c)(3)	Tax ID #	94-6000412	
3. Contact Information				
First Name:	Kristan	Lundquist	Title	Library & Community Services
Address:	350 Lincoln Ave.	City: Salinas	Zip Code	93901
Email:	kristanl@ci.salinas.ca.us	Phone Number:	(831) 758-7222	
4. Application Summary				
Type of Project (select one)	Broadband Access Project		Project Name	El Gabilan Library Connects!
Applicant is requesting, or intends to request funds from other CASF sources within the next 12 months				No
Budget Request	Total Project Cost	CASF Grant Request (≤85%)	Other Funding Sources	Source of Other Funding (Leveraged, Self-Funding, Both) if Applicable
Total	\$ 60,615.00	\$51,459.00	\$9,156	Self-Funding
5. Application Checklist - Please check boxes if you have reviewed and provided the following documentation:				
<input checked="" type="checkbox"/>	Adoption Account Application Form			FORM- Tab 1- Tab 5
<input checked="" type="checkbox"/>	Cover Letter (to include company profile, and experience in providing digital literacy training or broadband access)			No Template, submit as Attachment A
<input checked="" type="checkbox"/>	Curriculums, Brochures, Outreach materials, etc.			No Template, combine into PDF and submit as one Attachment B
<input checked="" type="checkbox"/>	Optional: Endorsements from Communities and Letters of Support			No Template, combine into PDF and submit as one Attachment C
<input checked="" type="checkbox"/>	If Applicable: Copy of IRS Non-Profit Tax-Exempt Ruling			No Template, submit as Attachment D
<input checked="" type="checkbox"/>	Notarized Affidavit			See Template, submit as Attachment E
6. Certification & Affidavit				
<input checked="" type="checkbox"/>	I, the undersigned, am a legal representative of the Applicant, and declare under penalty of perjury under the laws of the State of California that, to the best of my knowledge, all of the statements and representations made in this Application are true and correct.			
7. Signature				
Electronic Signature	Kristan Lundquist		Date	3/1/2019

California Public Utilities Commission, CASF Adoption Account Application

Project Description

1. Project Name			
El Gabilan Library Connects!			
2. Type of Project			
Broadband Access Project			
3. Project Location, or Area/ Community to be Served			
Address:	1400 North Main St.	State:	CA
City:	Salinas	Zip Code:	93906
Community/County/Census Block/ Other delineation		North Salinas, Monterey County	
4. Project Costs and Grant Request			
Grant Request	\$		51,459.00
Leveraged Funding	\$		9,156.00
Total Project Costs	\$		60,615.00
5. Expedited Review Eligibility			
Does the project meet all the criteria for expedited review? (See tab 3)		Yes	
6. Needs Assessment			
Is the Median Income Level of Community is at or below the CARE income limits for a household of 4?	No	What is the Median Income Level of Community?	\$52,338
Is the Broadband Adoption Level is at or below the Statewide Average?	Yes	What is the current Broadband Adoption level of Community?	72.9% Monterey County
Describe the following Demographic Makeup of the Community:	Primary Language (if not English)	70% speak a non English Language	Avg Age 30-39
	Level of Education	< High School	Avg Income \$52,338
Identify Existing Community Problems, Needs, or other Socioeconomic Barriers	Educational attainment is general low; only 12.2% have a college education, and 59.5 are high school graduates. Salinas has a per capital income of \$18,347 for 2012-2016. 37.9% are foreign born. Salinas		
7. Partnerships & Community Support		Yes/ No	Details
Is the proposed project being supported by members or organizations in the community? If yes, please specify.	Yes	Monterey County Supervisor, Luis Alejo	
Are there existing partnership with any Community Based Organizations, Internet Service Providers, media groups, for-profit companies, and other applicable organizations? If yes, please specify.	Yes	Loaves, Fishes & Computers, Comcast Internet Essentials Program	

California Public Utilities Commission, CASF Adoption Account Application

Project Description

<p>Are there existing partnerships with carriers and any existing affordable plans that will be offered in the community? If yes, please specify.</p>	<p align="center">Yes</p>	<p>The library will make materials available from carriers recommended by the CPUC, as well as materials provided by Comcast for Internet Essentials.</p>
<p>Are other funding sources being leveraged for this project? If yes, please specify if it is self funding for funding from other sources, as well as the specific source.</p>	<p align="center">Yes</p>	<p>Self-funding</p>
<p>8. Marketing and Outreach</p>		
<p>Describe any planned outreach efforts. (Must support the marketing and outreach budget being requested)</p>	<p>Salinas Public Library will partner with Comcast's Internet Essentials, and Loaves, Fishes & Computers to provide information about low-cost broadband subscription services. All of our computer literacy programs also promote broadband access, and we will promote to the general public thru social media and in our library. We also will promote in our weekly newsletter which goes out to over 23,000 individuals.</p>	
<p>Project the number of participants expected to be reached through these activities.</p>	<p>16,100</p>	
<p>Project the number of participants who will receive information regarding broadband plans in the community.</p>	<p>16,100</p>	
<p>Project the number of new residential broadband subscriptions to result from the project (include assumptions and data sources used to compile estimates).</p>	<p>Approximately 16,100 unique individuals in Salinas visited and checked out items from the Library in 2018. According to the US Census Bureau, the average household size in Salinas is 4.23, meaning that there are approximately 3806 households with active library users. If we are to assume (based on CPUC statistics) that 69% of these households have broadband access, then 2778 of these households have broadband and 1027 do not. It is reasonable to assume that 25% of the households without broadband who are also active library users may sign up for a new broadband subscription as a result of the</p>	
<p>Describe any planned improvements to an existing space for training or broadband access, including the purchase of computing devices and any installation or set-up activities.</p>	<p>n/a</p>	

California Public Utilities Commission, CASF Adoption Account Application

Project Description

<p>Describe any set up of a new space for training or broadband access, including the purchase of computing devices and any installation or set-up activities.</p>	<p>The new library building will be wired for fiber network and expanded wireless network capacity. There will be a new digital studio learning room which functions as computer training lab for library programs. The computers requested will be made available for public use at this lab as well as for the public in general when not being used in training program.</p>
<p>9. Training (For Digital Literacy Projects only)</p>	
<p>Describe the type of training to be provided.</p>	<p>n/a</p>
<p>Describe the training structure: 1) How many students are expected per class,</p>	<p>n/a</p>
<p>Describe the training structure: 1) How many students per class, 2) how many classes are to be offered to meet the minimum 8 hours, (example: 4- 2 hour classes, 8-1 hour classes, 1- 8 hour class, other, etc.), 3) how many sessions of the training courses are being offered over the course of the 2 years, 4) other information</p>	<p>n/a</p>
<p>Describe the training structure: 1) How many students per class, 2) how many classes are to be offered to meet the minimum 8 hours, (example: 4- 2 hour classes, 8-1 hour classes, other, etc.), 3) how many sessions of the training courses are being offered over the course of the 2 years, 4) other information.</p>	<p>n/a</p>
<p>Project the number of participants that will complete the training in total, as well as by year.</p>	<p>n/a</p>

California Public Utilities Commission, CASF Adoption Account Application

Project Description

<p>Project the number of participants who will receive tutoring or other digital literacy instruction outside of the 8-hour training.</p>	<p>n/a</p>
<p>10. Access (For Broadband Access Projects)</p>	
<p>Project the number of participants to be served by the project.</p>	<p>Computers requested will be made available for the library's computer literacy program on-site, as well as general public access. There are approximately 16,100 active library users, and we project the new library will serve approximately half or 8,000. We currently host a 4 hours/week class at an interim library site which can be expanded when the new library opens with this equipment (this equipment will be made</p>
<p>Project the number of hours of access to be provided (Schedule of Access to be available).</p>	<p>The El Gabilan Library will be open 53 hours/week for 15 computers for a total of 795 hours per week, and approximately 39,750 total hours (50 weeks).</p>

California Public Utilities Commission, CASF Adoption Account Application		
Preference Checklist and Expedited Review Request		
1. Project Name & Type of Project		
El Gablian Library Connects!	Broadband Access Project	
2. Preference Checklist		
	Yes/No	
a. Project serves a low-income population (The community with a median household income at or below the CARE income limits for a household of four)		
b. Project is serving a community with a high percentage of residents with limited English proficiency. (More than 50% of residents have limited English proficiency)	Yes	
c. Project is serving a community with a high percentage of residents with limited educational attainment. (More than 50% of residents have only a high school diploma or less.)	Yes	
d. Project is serving a rural community. A project is located in a "rural" area if it meets one of the following criteria: 1) It is in area that is eligible for federal program under the United States Department of Agriculture (USDA) Section 515 program; 2) It is in a city with a population of 40,000 or less or in a non-urbanized area; or 3) It is in an unincorporated area of a county and is not in an urbanized area.	No	
e. Project has community support, endorsements and/or partnerships.	Yes	
f. Project is serving a community with some other demonstrated disadvantage which affects broadband adoption, documented by applicant.	Yes	
g. Project considers coordination with other public purpose programs and funding sources.	Yes	
3. Expedited Review Eligibility	Digital Literacy Projects	Broadband Access Projects
Please check only for the type of project this pertains to. Applications must meet all the below criteria to be eligible for expedited review. Applications not meeting all the below criteria may still be considered for a grant via the traditional Commission Resolution approval process.		
a. Project serves a low-income population		Yes
b. Applicant is a local government, senior center, school, public library, nonprofit organization, or community-based organization with programs to increase publicly available or after-school broadband access and digital inclusion, such as digital literacy training programs.		Yes
c. Grant request is \$100,000 or less.		Yes
d. Applicant will perform education and outreach to educate the community of available broadband Internet services.		Yes
e. Applicant or partner organization possesses at least one-year experience in digital literacy training or has previously carried out at least one digital literacy project.		NA
f. Applicant will provide at least 8 hours of digital literacy training to each participant, through digital literacy classes, one on one tutoring or self-paced instruction.		NA
g. Applicant must provide classes within six months of being selected for a CASF grant and will submit a work plan with major milestones showing how they propose to meet this deadline.		Yes
h. Applicants must sustain the adoption project for 24 months or earlier if work plan milestones/deliverables have been accomplished.		Yes
i. Applicant has identified a designated space for digital literacy training or broadband access.		Yes
j. If the applicant will be provisioning the training space with computing devices for community training rooms or other public space, the requested reimbursable cost will be no more than \$750 per device, with a maximum of 15 devices per location.		Yes
k. If the applicant will be providing take-home computing devices for those completing the digital literacy training courses, the requested reimbursement is limited to \$150 per device, limited to one device per eligible household, and is limited to \$10,000 per application/project location.		NA
l. Project provides device technical support responses within 24 hours.		Yes
m. Device technical support (not network), either by phone or in person, will respond within 24 hours. Refurbished devices will have at least a six-month warranty. New devices will have at least a 30-day warranty.		Yes

California Public Utilities Commission, CASF Adoption Account Application

Work Plan & Performance Metrics

1. Project Name

El Gabilan Library Connects!

Broadband Access Project

2. Work Plan and Performance Metrics

Ramp Up Period	Milestone Task/ Activity	Beginning Month	End Month	Deliverable or Outcome	Description of how the Deliverable/Outcome will be tracked or measured?
	<i>Task/Activity</i>			<i>What determines completion of Task? What goal to be Achieved?</i>	<i>How will this be tracked?</i>
	Determine Equipment needed	Jul-19	Oct-19	Finalize the list of items to be purchased.	Spreadsheet and New World for purchase orders
Order all equipment	Sep-19	Nov-19	Receive items for setup and installation.	Invoices & packing slips	
<i>Allowed up to 6 months from Grant Approval for Ramp Up</i>					

California Public Utilities Commission, CASF Adoption Account Application

Work Plan & Performance Metrics

1. Project Name

El Gabilan Library Connects! **Broadband Access Project**

2. Work Plan and Performance Metrics

	Milestone Task/ Activity	Beginning Month	End Month	Deliverable or Outcome	Description of how the Deliverable/Outcome will be tracked or measured?
	<i>Task/Activity</i>			<i>What determines completion of Task? What goal to be Achieved?</i>	<i>How will this be tracked?</i>
Project Deployment Period Year 1	Setup infrastructure/install equipment	Oct-19	Dec-19	Equipment/infrastructure are installed at their determined locations.	Incorporated into City IT and Library Tech team work plan for building setup
	Test Equipment	Dec-19	Jan-20	Equipment/infrastructure are working as expected.	Incorporated into City IT and Library Tech team work plan for building setup
	Deploy equipment	Jan-20	Jan-20	Equipment/infrastructure are available and being used by public.	Incorporated into City IT and Library Tech team work plan for building setup
	Provide Technical Support	Jan-20	Ongoing	Staff are trained to use the equipment to provide public assistance	Work requests to Library Tech staff
	Implement Tracking/Reporting of usage	Jan-20	Ongoing	Equipment/infrastructure are available and being used by public.	Usage statistics through device management
	Community Outreach	Dec-20	Jun-20	Promotion of digital literacy/computer program at the library and on social media. Design and print promotional materials. Make available information on broadband access to the community.	Frequency of promotion (digital and physical platforms)
	Evaluation	Jul-20	Aug-20	Assesment of digital literacy program	Survey of participants/public users
	Administrative Tasks	Jul-19	Aug-20	Invoices and reports submission to CPUC	Grant report submission, New World, and staff spreadsheet. Collect and submit invoices to CPUC, create any required grant reports
	<i>Project must be completed within 24 months after Ramp Up Period or earlier if work plan milestones/deliverables have been accomplished</i>				

California Public Utilities Commission, CASF Adoption Account Application

Detailed Budget Request

1. Project Name						
EI Gabilan Library Connects!			Broadband Access Project			
2. Total Amount of Funds Requested for this Project						
Total Grant Request:	\$51,459					
3. Budget Breakdown			Total Cost	Grant Request (85%)	Leveraged Funding	Self-Funding
3. a Equipment and Materials Breakdown						
	Unit Price	Quantity				
HP Desktops	\$ 1,100.00	4	\$ 4,400.00	\$ 3,000.00		\$ 1,400.00
HP Laptops	\$ 810.00	11	\$ 8,910.00	\$ 8,250.00		\$ 660.00
HP Printers	\$ 5,450.00	2	\$ 10,900.00	\$ 9,265.00		\$ 1,635.00
Supplies - Software	\$29	15	\$ 435.00	\$ 369.75		\$ 65.25
Supplies - Peripherals (keyboard/mouse)	\$40	4	\$ 160.00	\$ 136.00		\$ 24.00
Supplies - Toners	\$ 1,800.00	2	\$ 3,600.00	\$ 3,060.00		\$ 540.00
Network Switches	\$2,500	3	\$ 7,500.00	\$ 6,375.00		\$ 1,125.00
Wireless Access Points	\$1,200	6	\$ 7,200.00	\$ 6,120.00		\$ 1,080.00
SW,Licensing,Wireless AP	\$150	6	\$ 900.00	\$ 765.00		\$ 135.00
Furnishing - Desks	\$ 1,250.00	6	\$ 7,500.00	\$ 6,375.00		\$ 1,125.00
Furnishing - Chairs	\$ 230.00	22	\$ 5,060.00	\$ 4,301.00		\$ 759.00
Furnishing - Charging cart	\$ 1.00	1550	\$ 1,550.00	\$ 1,317.50		\$ 232.50
Total Equipment and Materials Budget			\$ 58,115.00	\$ 49,334.25	\$ -	\$ 8,780.75
3. b Marketing and Outreach (M&O) Efforts and Material (if applicab						
Effort/Material Needs	Unit Price/ Labor Price	Units				

California Public Utilities Commission, CASF Adoption Account Application

Detailed Budget Request

Brochures/Rack Cards	\$ 0.20	2000	\$ 400.00	\$ 340.00		\$ 60.00
Online Advertising (24 runs)	\$50	24	\$ 1,200.00	\$ 1,020.00		\$ 180.00
Design costs (10 hours)	\$90	10	\$ 900.00	\$ 765.00		\$ 135.00
Total Marketing and Outreach Efforts and Material			\$ 2,500.00	\$ 2,125.00	\$ -	\$ 375.00
3. c Staffing and Labor Breakdown (Not applicable)						
	Wage or Fee Per Period (hour, week, month)	Numbers of Hours, weeks or months of service				
<i>None Requested</i>						
Total Staffing and Labor Budget			\$ -	\$ -	\$ -	\$ -
3. d Travel Breakdown						
Purpose of Travel	Distance to be Travelled (miles)	Rate				
			\$ -			
			\$ -			
			\$ -			
			\$ -			
Total Travel Budget			\$ -	\$ -	\$ -	\$ -
Total Project Costs			\$ 60,615.00	\$ 51,459.25	\$ -	\$ 9,155.75
Participants to be Trained/Provided Access		8,000				

California Public Utilities Commission, CASF Adoption Account Application

Detailed Budget Request

Average Investment Per Participant	\$	7.58
Average GRANT Investment Per Participant	\$	6.43

**Please ensure that all grant requests for these categories are within the reimbursable limits approved for the respective programs. Refer to the Adoption Account Administrative Manual.*



City of Salinas

SALINAS PUBLIC LIBRARY • 110 W. San Luis Street • Salinas, California 93901

(831) 758-7311 • (831) 758-7336 (Fax) • www.ci.salinas.ca.us

February 27, 2019

To Whom it May Concern,

The Salinas Public Library has proudly served the community since 1909 when it first opened its doors as a Carnegie Public Library. Today, there are three libraries in the system open to the public 7-days a week: John Steinbeck Library, Cesar Chavez Library, and The Library Connection @ Northridge Mall, a temporary location that serves North Salinas while the new El Gabilan is constructed.

On a daily basis, over 1200 residents visit a Salinas Public Library. The collection includes more than 200,000 books, magazines, movies, audiobooks, and e-books, as well as a separate Steinbeck Collection of more than a thousand books, articles, and historical items. Each month more than 2,000 residents attend the wide variety of programming offered in all three locations, including story times and playgroups for preschool children, homework help, art and science programs for young students, STEM workshops for teens, ESL, GED, workforce development, computer literacy classes and citizenship programs for adults, as well as book groups, a monthly Art talk and reader's advisory services for all ages.

Last September, we broke ground on what will be the new El Gabilan Branch Library, the result of 2 years of needs assessment and visioning work with the community as well as extensive planning and budgeting. The City of Salinas will be investing \$21 million in this facility that meets many of the needs expressed by the community, including broadband access. The El Gabilan Library is located in the 93906 zip code, which has 61,030 residents, and 44,013 residents who live within a 2 mile radius of the facility.

The library has been providing digital literacy instruction for more than a decade. With support from the California Library Literacy Services, and strong partners like Loaves, Fishes & Computers, more than 200 adults last year learned basic computer literacy skills in our program. Our library system continues to be an important resource for free Internet access, with 95,437 computer sessions logged in 2018.

Funding from the CPUC Broadband Access Project grant will help us equip the new library with essential Internet services for the public that were unfunded in the general construction budget. Funding will provide public computers for computer literacy training, drop-in computer help at all locations, workforce assistance, academic research, access to a wealth of e-resources, and much more.

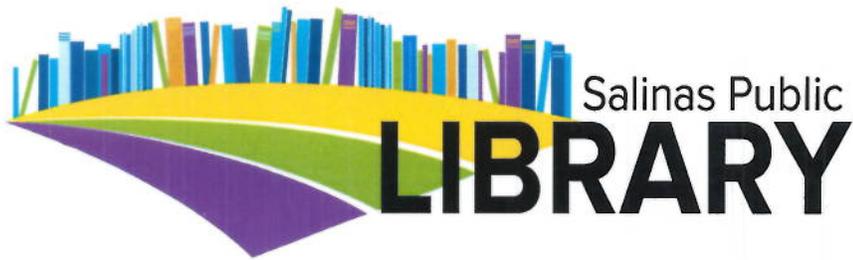
Our request will provide 11 laptops and 4 desktops for public computing, and 2 printers for public access, infrastructure hardware for fiber internet connectivity, and a modest amount of furnishings for the digital studio, and Internet café.

Support from the CPUC Broadband Access Project will go a long way in providing essential services to the residents of Salinas. Thank you for considering this application.

Sincerely,

Kristan Lundquist

Interim Library & Community Services Department



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Margarita (831)758-7916

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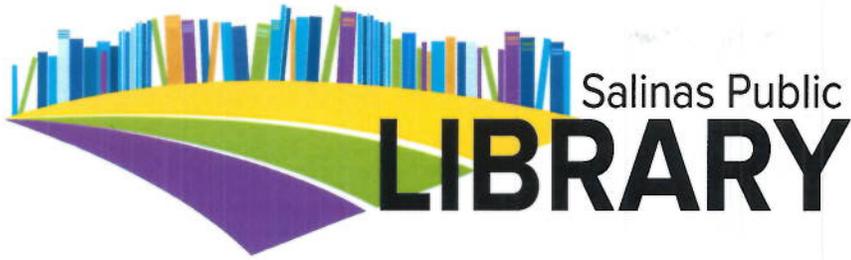
**Wednesday and
Friday
3PM-5PM**

**Learn to use the
keyboard, surf the
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save files/folders,
and learn the basics
of a Chromebook,
Google Docs., Gmail
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**Attending an
orientation is
required.**

**SALINAS PUBLIC
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Margarita/ Irma (831)758-7916

**Biblioteca John
Steinbeck**

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3PM-5PM**

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teclado, navegar por
Internet, crear y
guardar archivos /
carpetas, y aprender
los conceptos
básicos de un
'Chromebook,
Google Docs., Gmail'
y mucho más.**

**Asistencia a la
orientación es
requerida**

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Cesar Chavez Library | 1st & 3rd Sunday
615 Williams Rd. Salinas CA | 2pm-4pm

Question? Contact Sean at
(831)758-7041 or Seanb@ci.salinas.ca.us





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A year of new beginnings



SALINAS PUBLIC LIBRARY 2017-2018

Annual Report 

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Ernesto Yzquirdo District 2
Joey Martinez District 3
Elmer Dolera District 4
Stacey Wilson District 5
Elva Arellano District 6

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www.friendsofsalinaspl.org

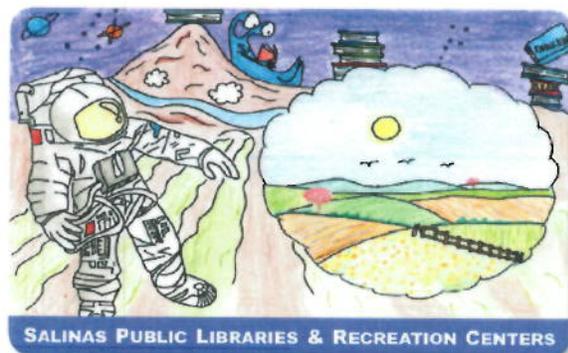


Martin Aguirre

Winner, Teen Category, Library Card Design Contest, September, 2017

"We all have to start somewhere."

“ There are many people who start their lives like me in small towns with not much to do but they aspire for more. The astronaut represents the fact that you can do something greater for the future, no matter where you start. ”



From the Management Team



(l to r) Ernesto Lizaola,
Community Education
Manager

Cary Ann Siegfried,
Director of Library &
Community Services

Eric Howard, Deputy Librarian

Mila Rianto, Technical Services
Manager

Salinas Public Library
350 Lincoln Avenue
Salinas, CA 93901



Dear Friends,

Fiscal year 2017/18 has been a year of many new beginnings at the Salinas Public Library. While some of our stories are well known to the community, we're still writing the first chapters for many more and we look forward to working with our residents to watch the next chapters unfold!

There are few (if any) institutions in our country today that offer the range of opportunities that public libraries provide to users for free. From basic computer literacy, to advanced computer classes, ESL, GED, job readiness, early and basic literacy, play groups for toddlers, STEAM programming for elementary students and much, much more – our Libraries seek to foster curiosity, support learning and provide a resource for exploring our past, present and future as a community.

While it's essential for our stakeholders to understand the numbers justifying the investment that the City of Salinas makes in its public library services, the numbers alone don't represent everything we do. Yes, it's important for you to know that 32,976 people attended our programs last year, but it's just as vital to read that Angela and Alberto bring their son Leo to Toddler Tales every week and that they've noticed the difference it has made in their family life, and to understand the sense of accomplishment that Asa felt in conquering Excel and getting the job that he wanted.

So within this annual report, you'll hear directly from members of the Salinas community about how they've made the Salinas Public Library an important part of their own stories. We look forward to the next chapter and we hope that you'll keep reading along with us!

Cary Ann Siegfried
Director of Library & Community Services





20-30 families participated in our Toddler Tales every week.

520 children (0-5yr old) participated in library playgroups.



Angela, Alberto and Leo

“ We started attending **Toddler Tales** when Leo was 4 months old. He is now 1 year and 5 months. During this past year, Leo's development while coming to Toddler Tales has definitely grown. He is excited about books. He sits and listens. He also participates in all the songs and is happy about it. This program has also helped him learn how to positively interact with other kids. Overall, we love and highly recommend Toddler Tales! ”

early learning



Claudia Morales

Principal, Los Padres Elementary

“ The students look forward to the **Kindermobile** coming, and radiate joy and excitement when it arrives. They are happy to choose books that they can take home, and are becoming the ones to encourage their parents to take them to the library. They are also learning responsibility and how to care for books. We want children to have a love of books and reading early on in their lives, and this program is making a difference. ”

60
children
attended our
Kinder Boot
camps.

Kindermobile visited
120 classrooms in
30 elementary schools
on a monthly basis and
13,908
books were borrowed.

7,641
early literacy
program
attendees.

1,969
kindergarten
children signed up
for a Library card
during our Kinder
Campaign.



Over **100** students received help each day in one of our homework centers.

Our Homework Centers are open after school at Cesar Chavez Library, Sherwood, Los Padres and Roosevelt Elementary schools.

Hilda Huerta

“ The after school **Homework Center** proved to be highly effective for each of Roosevelt’s students last year. Data reflects that the students who attended the Library’s homework club grew significantly in their confidence and their desire to learn. In addition, many achievement gaps were closed because the one-to-one and small-group attention they received allowed students to take risks and receive immediate feedback. The tutors were reliable and fully invested in every one of the students, genuinely, as if they were their own children. The parents were highly appreciative because their children received academic assistance that they could not provide themselves due to their lack of understanding of the material. Thank you for everything! ”

– Principal, Roosevelt School

.....lending a helping hand



Digital Nest had
226
memberships!

Digital NEST
provides youth ages
14 to 24, with free access
to computers, software,
Wi-Fi, and a full range of
state-of-the-art digital
tools and classes.

Zoe Mendez

“ Being a part of the **Digital Nest** has helped me step out of my comfort zone. I’m more of an introvert, so at first it was a bit hard but I’m glad I stayed with it, and have even learned that I am a natural leader. After a couple of months, I became part of the TeC-E group, and committed to learning the basics of electronics and computing. As part of this group, I help organize activities and field trips. We might even plan a trip to Google. I want everyone to know that the people at the NEST are friendly, open & helpful. ”



Asa Chimzozaki

“It had been a while since I had used Excel, and I needed a refresher. When I went to my second interview, they gave me a series of numbers and told me to add them up. Because of my training with formulas in the **Literacy Center**, I knew just what to do. Your program got me the job!”

176 adults benefited from computer literacy classes this year!

395 adults learned how to use a computer, prepared for citizenship exam, practice their English, or planned for the High School Equivalency exam!

lifelong learning

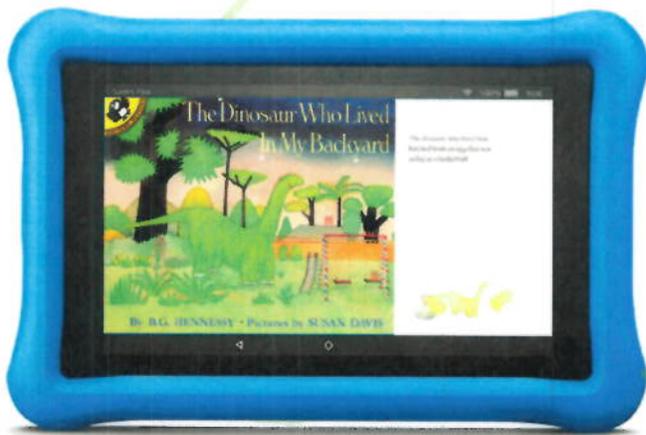
162
Library
volunteers.

Volunteers gave
4,763 hours
of their time to
support Literacy
Services.



Jisella Duarte

“ I came back home after graduating from Stanford hoping to give back to the community where I was born and raised. Becoming an AmeriCorps VISTA **volunteer** and working as an Education Volunteer Coordinator has been an eye-opening experience. I’ve learned the integral role city government plays in addressing community needs and the transformative power library programs have on individual’s lives. This is a city brimming with young people dedicating their time and effort to community service. Over 70% of our volunteers are high school students. I am very grateful I had this opportunity to serve my hometown community this past year! ”



Many patrons become big fans of **reading online** once they give it a try. Some like the convenience of being able to read an entire series from start to finish, while others like to read newly published books without having to wait for a print copy.



Lynda.com offers 6,930 courses on business, technology and creative skills.



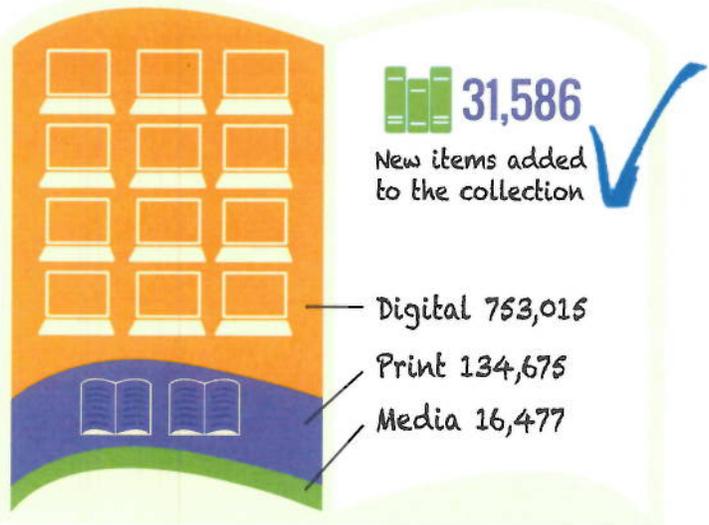
e-resources



12,072
DIGITAL
CHECKOUTS



What's in our collection?



hoopla

The
New York
Times

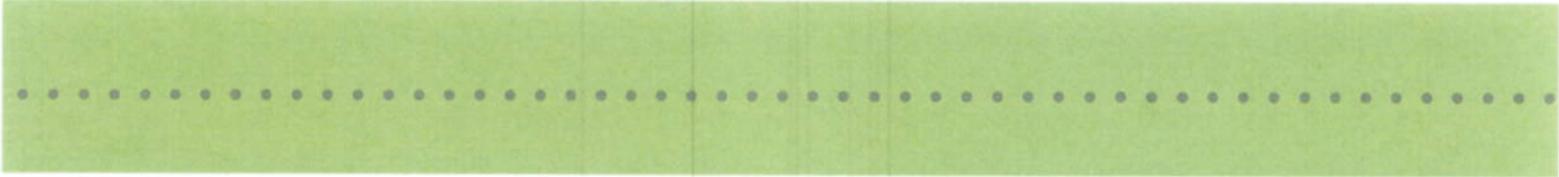
More than
300 users access
books, magazines,
music and videos
online each
month.



lynda.com



LearningExpress
LIBRARY™



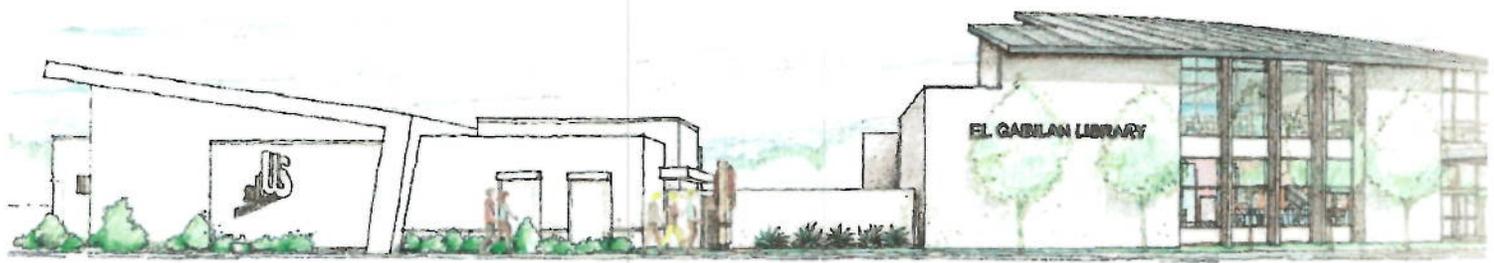
El Gabilan Library

The City Council on May 15th approved the funding plan to build a 21,000 square-foot library in North Salinas. After more than a year of public feedback and analysis, the Council's vote ushered in a new chapter for the Salinas Public Library.

For adults, the new 21,000 square-foot library will provide an experience unlike any other in the area to connect with community members, discover a new book, attend a class or find a quiet place. For children and teens, the new library will provide an experience designed to capture the imagination and inspire a love of life-long learning.

The new library will include a new tech maker space, a digital studio, homework center, Internet café, reading deck, outdoor learning spaces and much more.

While the new library is under construction, **The Library Connection@Northridge** will offer limited library service to North Salinas residents. New books for children and adults are available for checkout, as well as DVDs, music CDs, and audiobooks.



Architects: Anderson Brulé Architects, Inc

..... planning for tomorrow

El Gabilan Mission Statement

During the visioning process for the new El Gabilan Library, forum attendees participated in the development of a mission statement for the new library that has been embraced by both staff and the community:

The El Gabilan Branch Library will be a safe, accessible and inclusive community place for all ages. It will promote curiosity and provide limitless possibilities with an innovative approach to life-long learning.

CONSTRUCTION TIMELINE

**August
2018**
Demolition of
existing library

**September
2018**
Groundbreaking
ceremony

**Late 2019/
Early 2020**
Grand Opening
of new library

1,025
community members
participated in the
community forums,
focus groups and
pop-ups for the
reconstruction of
El Gabilan Library.

Thanks to our supporters!

\$80,806

California State Library Literacy Services

\$68,039

First Five of Monterey County

\$61,000

Salinas Youth Initiative - Packard Foundation

\$35,000

Claire Giannini Fund

\$29,930

Southern California Libraries Cooperative (SCLC)
Libraries Illuminated

\$15,000

PLP Innovation Grant

\$10,000

California State Library - Bilingual Books

\$6,000

Friends of the Salinas Public Library - Summer Reading

\$5,000

Nancy Buck Ransom

\$3,500

Arts Council for Monterey County

\$3,461

Monterey County Gives

\$3,000

Lois Lenski Covey Fund

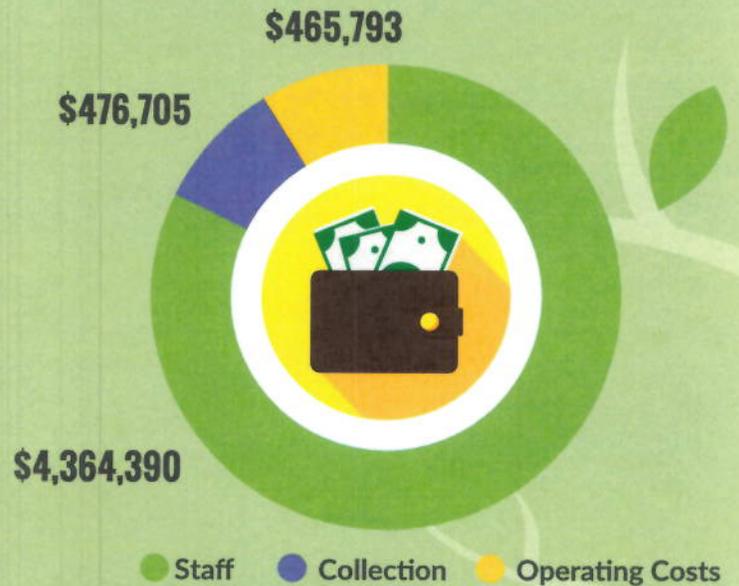
\$2,000

Dollar General

\$322,736 TOTAL GRANTS

By the numbers

Expenditures



93%

of our customers
rate our service
as **Good** or
Excellent.

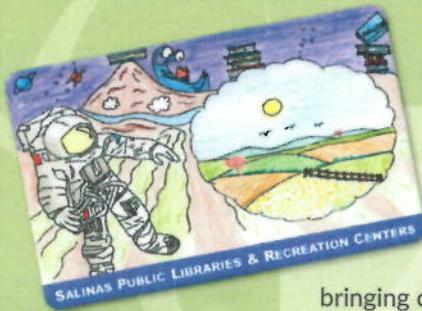
ers

The success of a year can be measured in many ways, one of which is by the number of people who utilized library programs, services and resources.

1,989
Program Sessions



32,976
Program Attendance



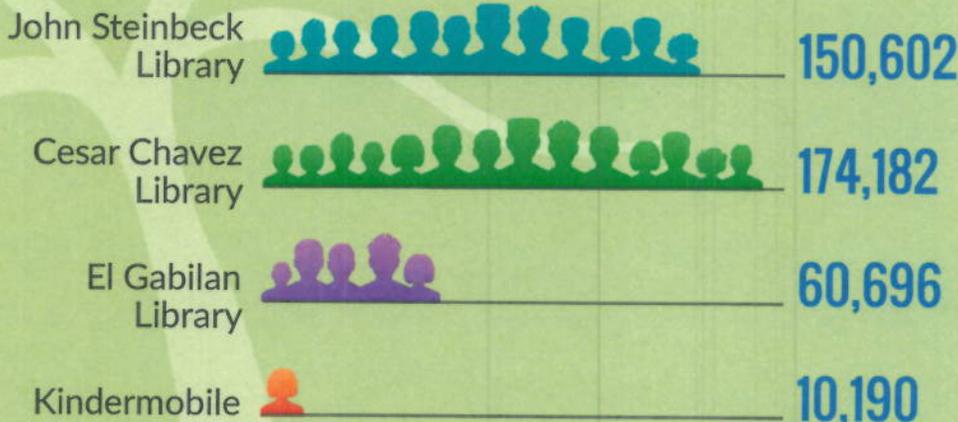
New Members

Salinas Public Library issued

8,502 NEW LIBRARY CARDS

bringing our total number of cardholders to **58,672.**

Visitors to the Library



Reference and Databases

Our Librarians answered **5,132** research and technology questions.



Social Media

We reach over **6,000** people per month on Facebook.



More than **3,000** patrons open our weekly newsletter!

Computer Usage



39,008 customers connected to Salinas Public Library WiFi.

John Steinbeck Library
45,054 Sessions

Cesar Chavez Library
34,798 Sessions

El Gabilan Library
15,191 Sessions



John Steinbeck Library

350 Lincoln Avenue, Salinas CA 93901 • (831) 758-7311

Cesar Chavez Library

615 Williams Road, Salinas CA 93905 • (831) 758-7345

El Gabilan Library

1400 North Main, Salinas, CA 93906

Library Connection @ Northridge

1392 Northridge Mall

LIBRARY HOURS

M, F, SAT: 10-6, Tu & Th: 12-8, Wed: 12-6, Sun: 1-6

Library Connection @ Northridge: M - F: 10-8, Sat. - Sun. 12-6



www.salinaspublishlibrary.org

MONTEREY COUNTY



BOARD OF SUPERVISORS ▪ 168 West Alisal Street, 2nd Floor, Salinas, CA 93901
LUIS A. ALEJO, SUPERVISOR ▪ District One ▪ Chief of Staff, Linda J. Gonzalez
Telephone: (831) 755-5011 ▪ Fax: (831)755-5876 ▪ Email: district1@co.monterey.ca.us

March 27, 2019

Kristan Lundquist, Acting Library & Community Services Director
City of Salinas, Salinas Public Library
200 Lincoln Ave.
Salinas, CA 93901

Re: Letter of Support, CASF Adoption Program Grant

Dear Kristan,

This letter confirms our support of the Salinas Public Library's efforts in applying for and accepting the California Public Utilities Commission CASF application. These funds will support broadband access for the new El Gabilan Library.

The new El Gabilan Branch Library, which is scheduled to open in January of 2020, is the result of 2 years of needs assessment and visioning work with the community as well as extensive planning and budgeting on the part of city staff, architects, and financial stakeholders.

We fully support the library as a critical resource to children, teens and adults in the community to provide digital literacy training, access to electronic resources, homework help, workforce training, and much more.

The CPUC funding will enable the library to continue to be one of our most important community resources for broadband access, and we are in complete support of their application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Luis A. Alejo", is written over the typed name. The signature is fluid and cursive.

LUIS A. ALEJO

Monterey County Supervisor, District One

Loaves, Fishes & Computers, Inc.

February 27, 2019



Kristan Lundquist, Acting Library & Community Services Director
City of Salinas, Salinas Public Library
200 Lincoln Ave.
Salinas, CA 93901

Re: Letter of Support, CASF Adoption Program Grant

Dear Kristan,

This letter confirms our support of the Salinas Public Library's efforts in applying for and accepting the California Public Utilities Commission CASF application. These funds will support broadband access for the new El Gabilan Library.

We fully support the library as a critical resource to children, teens and adults in the community to provide digital literacy training, access to electronic resources, homework help, workforce training, and much more. We have enjoyed a strong partnership with the library for over six years, providing refurbished laptops, workstations, and chromebooks to students who complete the library's 10-week digital literacy training. The library also does an excellent job in providing information to adults and families on how to access low-cost internet for their homes. As a testament to the strength of our partnership and the popularity of their program, we have continued to partner with the library while the new El Gabilan Library has been under construction. The library was offered space in the nearby ALLUSA Credit Union to continue classes, and as recently as last December, we collaborated to provide chromebooks to many of the graduating students.

Loaves, Fishes and Computers' (LFC) is a nonprofit whose mission is to help local individuals and families overcome the digital and economic divides by providing low-to-no-cost computer systems, digital literacy classes, hands-on technology workshops, and technology assistance/computer repair for low-income individuals, families, seniors, veterans, children, people with disabilities and nonprofit organizations, while providing volunteers an encouraging and gratifying place to learn about Computer Science and Information Technology.

The CPUC funding will enable the library to continue to be one of our most important community resources, and we are in complete support of their application and the life changing results that will be brought to the many digitally illiterate persons, and their families, in our geographic region.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Mendelsohn".

Christian Mendelsohn,
Founder & Executive Director.

ATLANTA GA 39901-0001

In reply refer to: 0752153593
Dec. 20, 2016 LTR 4076C 0
94-6000412 000000 00

00019140
BODC: TE

CITY OF SALINAS
% FINANCE DEPARTMENT
200 LINCOLN AVE
SALINAS CA 93901-2639

317501

Federal Identification Number: 94-6000412
Person to Contact: Mr. Reis
Toll Free Telephone Number: 1-877-829-5500

Dear CITY OF SALINAS :

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS

Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1)

An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS

An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.

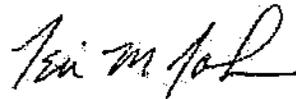
CITY OF SALINAS
% FINANCE DEPARTMENT
200 LINCOLN AVE
SALINAS CA 93901-2639

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3

**CPUC Broadband Adoption Account Application
Attachment E**

NOTARIZED AFFIDAVIT

My name is Kristan Lundquist. I am the Interim Library & Community Services Director of the City of Salinas. My personal knowledge of the facts stated herein has been derived from my employment with the City of Salinas.

I swear or affirm that I have personal knowledge of the facts stated in this Application for the California Advanced Services Fund, I am competent to testify to them, and I have the authority to make this Application on behalf of and to bind the Company.

I further swear or affirm that the Salinas Public Library, City of Salinas, agrees to comply with all federal and state statutes, rules, and regulations, covering broadband services and state contractual rules and regulations, if granted funding from the California Advanced Services Fund.

I swear or affirm that I agree to comply with Rules 1.11 and 2.2 of the California Public Utilities Commission's Rules of Practice and Procedure.

I swear or affirm, under penalty of perjury, and under Rule 1.1 of the California Public Utilities Commission's Rules of Practice and Procedure, that, to the best of my knowledge, all of the statements and representations made in this Application are true and correct.

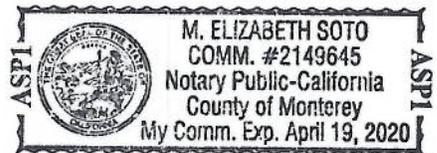
If the City of Salinas violates the terms and conditions of a CASF award or other program and project compliance requirements, it shall be subject to Public Utilities Code Sections 2108 and 2111. The Commission may impose the maximum penalties allowed under Public Utilities Code Sections 2108 and 2111 for failure to meet the program and project compliance requirements, as determined by the Commission.


Signature and title

Kristan Lundquist, Interim Library &
Community Services Director

SUBSCRIBED AND SWORN to before me on the 1st day of Mar, 2019.

Notary Public In and For the State of CALIFORNIA
My Commission expires April 19, 2020

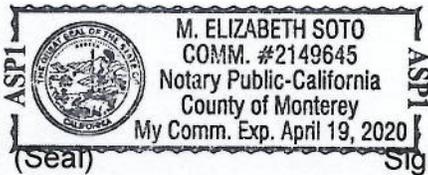


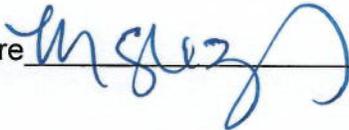
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of California

Subscribed and sworn to (or affirmed) before me on this 1st
day of March, 2019, by Kristan Lunquist

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature 



City of Salinas

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

Legislation Text

File #: ID#19-460, **Version:** 1

Amendment No. 1 to Lease of City Property - Parking Lots 6 and 17

Approve a Resolution approving Amendment No. 1 to the Lease of City Property between the City of Salinas and the County of Monterey.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019
DEPARTMENT: PUBLIC WORKS
FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR
BY: LISA BRINTON, PLANNING MANAGER
TITLE: AMENDMENT NO. 1 TO THE LEASE OF CITY PROPERTY
(PARKING LOTS 6 AND 17)

RECOMMENDED MOTION:

A motion to approve Amendment No. 1 to the Lease of City Property between the City of Salinas and the County of Monterey.

RECOMMENDATION:

Staff recommends adoption of a resolution approving the proposed Amendment No. 1 (the “Amendment”) to the Lease of City Property (the “Property Lease”) between the City of Salinas and the County of Monterey (Attachment 1).

EXECUTIVE SUMMARY:

Under the Mutual Planning and Implementation of Government Services and Facilities in Downtown Salinas Memorandum of Understanding (the “Downtown MOU”, February 2016), the City and County agree to collaborate to address downtown government center parking needs. Due to construction at the Salinas Intermodal Transit Center (the “ITC”), the County is no longer able to utilize ITC parking lots to fulfill its obligation to the Superior Court to provide 93 parking spaces for juror parking. The proposed Amendment allows the County to use parking spaces in Parking Lot No. 6 that are currently designated for City use for juror parking. As consideration for the City’s relinquishing its parking rights, the County agrees to not pursue development or construction of a temporary parking lot at Church and Gabilan Streets and to continue to cooperate with the City regarding the potential development of a parking structure at Church and Gabilan Streets as identified in the Downtown Vibrancy Plan and Downtown MOU.

BACKGROUND:

On June 1, 1997, the City of Salinas and the County of Monterey entered into a Lease of City Property respecting the City-owned parking lots Nos. 6 and 17 located on the south side of West Alisal Street between Lincoln Avenue and Church Street (the “Premises”, Attachment 2). This

Agreement granted the County the right to use the Premises for County governmental purposes, with the exception of thirty-eight (38) parking spaces which were reserved for use by the City.

Effective April 1, 2015, the City and County entered into a two-year License Agreement allowing the County temporary access to and use of the parking lots at the ITC at 20-26 Station Place and 12 West Market Street for juror parking (Attachment 3). In consideration for use of the parking lots, the County provided maintenance and security services and paid utility costs. As of April 1, 2017, the License Agreement converted to a month to month term. On July 15, 2019, the City sent a Notice of Termination of License Agreement letter to the County (Attachment 6). The termination of the License Agreement, effective September 13, 2019, is due to scheduled construction of parking lot improvements and the extension of Lincoln Avenue. Since the County has an obligation to supply the Superior Court with 93 juror parking spaces, a temporary parking solution is needed.

In anticipation of this need for an alternate site for juror parking, in February 2019, the Board of Supervisors (the "BOS") directed County staff to refine design and cost estimates for constructing a temporary surface parking lot on county-owned property at Church and Gabilan Streets. Staff was further directed to continue to coordinate with the City on a long-term solution for this site in the form of a parking structure as identified in the Downtown Vibrancy Plan (2015) and Downtown MOU. Subsequently, City staff contracted with Kosmont Companies to explore the feasibility and potential funding sources to construct a permanent parking facility to serve government employees (city, county, courts), and has continued to engage County staff in discussions.

On August 27, 2019, County staff will return to the BOS with an update on the design and cost of constructing a temporary parking lot at Church and Gabilan Streets and the alternative juror parking option and terms outlined the proposed Amendment. City staff will report the BOS action taken at the City Council meeting.

DISCUSSION

The Amendment allows the County to use the entire Premises, except for the one space for Salinas Library book mobile parking and two ADA accessible parking spaces for visitors to the adjacent Recreation Center, for persons responding to juror summons or serving as jurors. The County will continue to be responsible for maintenance and signage of the Premises, as required under the Property Lease. City vehicles currently parked on Premises would be relocated to the Salinas Street Garage across Lincoln Avenue.

The Amendment requires the County to provide security at the Premises between 7:30 A.M. and 5:30 P.M., Monday through Friday. The City currently contracts for security services at its facilities located at 65 West Alisal Street and the adjacent parking structure, in addition to the downtown area, and agrees to coordinate with the County on shared security services for the Premises as needed.

As consideration for the City's relinquishing its rights to the Parking Spaces, the County would agree to not pursue development or construction of a temporary parking lot at Church and Gabilan Streets and would continue to cooperate with the City regarding the potential development of a

parking structure at Church and Gabilan Streets as identified in the Downtown Vibrancy Plan and Downtown MOU. City staff has requested that the County consider applying cost avoidance and savings from not pursuing the temporary surface parking lot and eliminating the juror shuttle program toward completing the design and environmental review for the long-term solution of a shared parking structure.

CEQA CONSIDERATION:

The proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). Any subsequent discretionary projects, such as a permanent parking structure, will be assessed for CEQA applicability.

STRATEGIC PLAN INITIATIVE:

This Amendment facilitates the continuation of the City and County's mutual planning and implementation efforts related to the Downtown MOU and supports the Council's Strategic Plan objectives of Effective, Sustainable Government and Well-Planned City and Excellent Infrastructure.

DEPARTMENTAL COORDINATION:

The Public Works Department worked with the Legal and the Community Developments to coordinate this Amendment. Public Works and Community Development also coordinated with the Library and Community Services Department to ensure their parking needs continue to be met. City staff from Community Development and Public Works held multiple coordination meetings with County staff to develop the terms of the Amendment. The City Attorney prepared the draft Amendment and reviewed subsequent revisions.

FISCAL AND SUSTAINABILITY IMPACT:

There is no fiscal impact associated with the approval of the Amendment. There would be subsequent costs incurred should the City and County proceed with the design and construction of a permanent parking facility.

ATTACHMENTS:

1. Resolution approving Amendment No. 1 (Exhibit "A")
2. Amendment #1 to City Property Lease
3. Lease Agreement (1997)
4. License Agreement (2015)
5. Downtown Vibrancy Plan Figure 3-3: Parking Lot Redevelopment Opportunities (2015)
6. Downtown MOU, February 2016
7. Notice of Termination Letter (July 2019)

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

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE LEASE OF CITY PROPERTY BETWEEN THE CITY OF SALINAS AND THE COUNTY OF MONTEREY

WHEREAS, on June 1, 1997, the City of Salinas and the County of Monterey entered into a Lease of City Property (the “Agreement”) respecting the City-owned parking lots Nos. 6 and 17 located on the south side of West Alisal Street between Lincoln Avenue and Church Street (the “Premises); and

WHEREAS, this Agreement granted the County the right to use the Premises for County governmental purposes, with the exception of thirty-eight (38) parking spaces which were reserved for use by the City; and

WHEREAS, effective April 1, 2015, the City and County entered into a two-year License Agreement allowing the County temporary access to and use of the parking lots at the ITC at 20-26 Station Place and 12 West Market Street for juror parking; and

WHEREAS, on July 15, 2019, the City sent a Notice of Termination of License Agreement letter to the County. The termination of the License Agreement, effective September 13, 2019, is due to scheduled construction of parking lot improvements and the extension of Lincoln Avenue; and

WHEREAS the County has an obligation to supply the Superior Court with 93 juror parking spaces, a temporary parking solution is needed; and

WHEREAS, as agreed under the Mutual Planning and Implementation of Government Services and Facilities in Downtown Salinas Memorandum of Understanding (the “Downtown MOU”, February 2016), City and County staff worked collaboratively to identify short and long-term downtown government center parking solutions consistent with the Downtown Vibrancy Plan (2015); and

WHEREAS, on August 27, 2019, the County of Monterey Board of Supervisors considered and approved the Amendment (Resolution XX).

NOW, THEREFORE, BE IT RESOLVED, that the Salinas City Council hereby:

- a. Finds that proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378), and any subsequent discretionary projects resulting from implementation of the Amendment will be assessed for CEQA applicability.
- b. Approves Amendment No. 1 to the Lease of City Property between the City of Salinas and the County of Monterey to allow the County to use parking spaces in Parking Lot No. 6 that are currently designated for City use for juror parking. As consideration for the City’s relinquishing its parking rights, the County agrees to not pursue development or

construction of a temporary parking lot at Church and Gabilan Streets and to continue to cooperate with the City regarding the potential development of a parking structure at Church and Gabilan Streets as identified in the Downtown Vibrancy Plan and Downtown MOU.

- c. Said Amendment is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 27th day of August 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

LEASE OF CITY PROPERTY

Amendment No. 1

This Amendment No. 1 (“Amendment”) to the a Lease of City Property is entered into this _____ day of August, 2019, by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “the City,” and the County of Monterey, a political subdivision of the State of California hereinafter referred to as “the County.”

RECITALS

WHEREAS, on June 1, 1997, the City and the County first entered into a Lease of City Property (the “Property Lease”) respecting the City-owned parking lots located on the south side of West Alisal Street between Lincoln Avenue and Church Street, and commonly known as City Parking Lots Nos. 6 and 17 (“Premises”); and

WHEREAS, pursuant to the Property Lease, the City granted the County the right to use the Premises for County governmental purposes, with the exception of thirty-eight (38) parking spaces which were reserved for use by the City (the “Parking Spaces”); and

WHEREAS, the County is obligated to make available parking for persons responding to juror summons or serving as jurors in the Superior Court located at 240 Church Street in Salinas; and

WHEREAS, as a result of the ongoing development of the Salinas Intermodal Transportation Center at Station Place and West Market Street, the County can no longer use the parking lots located at that location for juror parking; and

WHEREAS, the City desires to make the Parking Spaces available for use by the County for juror parking; and

WHEREAS, this Amendment would enable County to provide juror parking on the Premises, including approximately 63 spaces on Lot 6 and 31 spaces on Lot 17, while reserving three spaces for City use on Lot 17.

NOW, THEREFORE, based on the terms and the conditions set forth herein, the City and the County agree to amend the Property Lease as follows:

1. Paragraph 5.C is amended to read as follows:

The County will provide two ADA-accessible parking spaces on Lot 17 of the Premises to the City for visitors to the adjacent Recreation Center and one parking space on Lot 17 of the Premises for the City Library’s Bookmobile. In the event the County either constructs a parking structure or parking facilities on the Premises, or no longer needs the Parking Spaces for juror parking, the County shall make the thirty-eight (38) spaces on the Premises available for use by the City.

2. Paragraph 6.B is amended to add the following:

August 27, 2019

The County shall be responsible for providing security for the Premises between 7:30 A.M. and 5:30 P.M. Monday through Friday. The City currently contracts for security services at its facilities located at 65 West Alisal Street and the adjacent parking structure, in addition to the downtown area, and agrees to coordinate with the County on shared security services for the Premises as needed.

3. Subsection B is added to Paragraph 9 and shall read as follows:

In accordance with 1.c and 1.d(ii)(c) of the Mutual Planning and Implementation of Government Services and Facilities in Downtown Salinas Memorandum of Understanding (the "Downtown MOU", February 2016), the City and the County are in communications regarding the potential development of a permanent parking structure at Church and Gabilan Streets (a portion of APN 002-247-001). As consideration for the City's relinquishing its rights to the Parking Spaces, as set forth in this Amendment, the County agrees not to pursue development or construction of a temporary parking lot at Church and Gabilan Streets, and agrees to continue cooperating with the City regarding the potential for the development of a permanent parking structure at Church and Gabilan Streets as identified in the Downtown Vibrancy Plan and Downtown MOU.

Except as specifically amended as set forth herein, all other terms and conditions of the Property Lease remain in effect.

In witness whereof, the parties have executed this Amendment on the date and the year first written above.

CITY OF SALINAS

COUNTY OF MONTEREY

Mayor

Chair,
Monterey County Board of Supervisors

APPROVED AS TO FORM

City Attorney

County Counsel

ATTEST

City Clerk

Clerk of the Board of Supervisors

August 27, 2019

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No. A-07396

Approve a Lease of a Parking)
Lot Parcel Owned by the City of)
Salinas to the County For)
County Governmental Purposes,)
Including Parking Uses (99)
Year Lease at \$1.00 per Year))

Upon motion of Supervisor Potter, seconded by Supervisor Perkins and unanimously carried, (Johnsen absent) the Board approves a Lease of a Parking Lot Parcel Owned by the City of Salinas to the County For County Governmental Purposes, Including Parking Uses (99 Year Lease at \$1.00 per Year).

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page of Minute Book 69 on June 17, 1997

Dated: June 17, 1997

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors, County of Monterey,
State of California.

Rv

Ernest K. Morishita

RESOLUTION NO. 16143 (N.C.S.)

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LEASE
WITH THE COUNTY OF MONTEREY

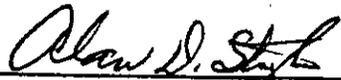
BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the Mayor is hereby authorized and directed, for an on behalf of the City of Salinas and as its act and deed, to execute an agreement between the City of Salinas, a municipal corporation, and the County of Monterey for the use of City owned downtown Salinas parking facilities.

PASSED AND ADOPTED this 25th day of March, 1997 by the following vote:

AYES: Councilmembers: Armenta, Caballero, Collins, Ish, Oliverez, and Mayor Alan Styles

NOES: None

ABSENT: Councilmember Ocampo



ALAN D. STYLES, MAYOR

ATTEST:



ANN CAMEL, CITY CLERK

LEASE OF CITY PROPERTY

This Lease of city property ("Lease") is entered into and effective as of June 1, 1997, by and between the City of Salinas ("City"), a charter city organized under the laws of the State of California, and the County of Monterey ("County"), a general law county organized under the laws of the State of California.

RECITALS:

A. The City is the owner of property generally located on the south side of West Alisal Street between Lincoln Avenue and Church Street, in the City of Salinas, and commonly known as City Parking Lots Nos. 6 and 17 ("Premises"). The property description of the Premises is attached to this Lease as Exhibit A and a general map of the Premises is attached to this Lease as Exhibit B.

B. The County requires additional property to accommodate future anticipated, planned, or potential development for County governmental purposes, including, but not limited to, governmental offices and/or parking facilities.

C. The City is willing to allow the County to use, and the County desires to use, the Premises for County governmental purposes on the terms and conditions hereinafter set forth.

D. The City and the County have determined that this Lease is in the best interest of the public.

AGREEMENT:

Now, therefore, the parties hereby mutually agree as follows:

1. Recitals. The recitals are true and correct and the parties, and each of them, so find and declare.

2. Lease of the Premises. The City hereby leases the Premises and the County accepts the lease of the Premises pursuant to the terms contained in this Lease.

3. Term. The term of this Lease is for ninety-nine (99) years commencing on June 1, 1997, and ending on May 31, 2096, unless sooner terminated by the parties.

4. Lease Payments. The County shall pay the City the sum of \$1 per year as an annual lease payment for the lease of the Premises. The County, at the County's option, may prepay the Lease in its entirety by paying a lump sum amount of \$99 to the City within 10 days of the execution of this Lease.

5. Use Limitations.

A. The County may use the Premises for any County governmental purpose and such incidental and accessory uses as may be reasonably appropriate to facilitate or supplement such County governmental uses. Such County governmental uses may include, but are not limited to, County governmental offices, parking structure or structure, or parking lot or lots.

B. The County may issue debt or otherwise finance the construction of any improvements on the Premises so long as such debt or financing arrangement encumbers County's lease hold interest in Premises. County shall not encumber or impair the fee interest of City beyond the County's lease hold interest in the Premises.

C. Prior to the commencement of construction of any improvement on the Premises, the County will provide thirty-eight (38) parking spaces on the Premises available for use by the City. In the event the County undertakes to develop a parking structure or parking facilities on the Premises, the City shall be provided thirty-eight (38) parking spaces in whatever parking facility that is developed on the Premises. In the event the City desires to increase it's number of parking spaces beyond thirty-eight (38) spaces, the City may do so subject to approval by the County and subject to the City paying it's fair and proportionate share of all costs associated with the development of such parking facilities for any parking spaces in excess of thirty-eight (38).

D. The City and the County further agree that all of their respective parking facilities on the Premises or in any future parking facility that may be developed on the Premises shall be available to the public on evenings and weekends. For the purpose of this Lease, the term "evenings and weekends" means that time period beginning one-half hour after the close of business hours in county facilities and one-half hour before county facilities are open for business on the next following business day, excluding the hours of 1:00 am to 7:00 am.

E. The County shall, at its own costs and expense, keep and maintain the Premises and all improvements now or as may be constructed on the Premises in good order and repair and in a safe and clean condition.

F. The County shall pay or cause to be paid and hold the City and the Premises free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, telecommunications service, and any and all other utilities or services provided to the Premises, during the lease term, including the removal of garbage and trash.

6. County Responsibilities for Parking Uses. At its own cost and expense, the County shall perform each of the following responsibilities with respect to the Premises so long as the Premises is being used for parking purposes:

A. Restrictive Signs. The County shall erect and maintain appropriate signs at each entrance to the Premises or any parking facilities developed by the County to notify all users that use of the parking facility is restricted to use by County parking permit holders. Any and all City use of the Premises, as provided in Section 5C of this Lease, shall be required to obtain and maintain appropriate County parking permits.

B. Parking Enforcement. The County shall include the Premises in the County's parking ordinance, shall establish the class of parking permit required for its use, and shall provide enforcement of the County's parking ordinance on the same basis as for other County parking facilities set forth in the County's parking ordinance.

C. Maintenance. The County shall be responsible for maintenance of the Premises or any subsequent parking facility which shall include pavement stripings, signs, markers, wheel stops, and sweeping. In the event the property is not improved in any manner, the County shall return the property to the City in the same or similar condition as that in which it was delivered to the County upon termination of this Lease.

D. Indemnification and Self Insurance. The County shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including, but not limited to, court costs, damages, attorneys' fees, and claims administration fees arising out of injury to or death of any person or persons or loss of or damage to any property resulting in any manner from the willful acts or negligence of the County, its officers, agents, or employees in the use or maintenance of the Premises or in the construction or installation of any improvements on the Premises.

During the entire term of this Lease, the County shall maintain self insurance, or obtain at its cost insurance coverage as the County deems appropriate, for purposes of general liability against loss or liability caused by or connected with its possession and use of the Premises in an amount not less than one million dollars (\$1,000,000). Within thirty (30) days following a request of the City, the County shall deliver to the City a certificate of self insurance or insurance, as the case may be, with respect to the matters set forth in this paragraph.

E. Indemnification and Self Insurance of the City. The City shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including, but not limited to, court costs, damages, attorneys' fees, and claims administration fees arising out of injury to or death of any person or persons or loss of or damage to any property resulting in any manner from the willful acts or negligence of the City, its officers, agents, or employees in the use of any portion of the Premises as provided for in this Lease.

During the entire term of this Lease, the City shall maintain self insurance, or obtain at its cost insurance coverage as the City deems appropriate, for purposes of general liability against loss or liability caused by or connected with its use of the Premises as provided

in this Lease in an amount not less than one million dollars (\$1,000,000). Within thirty (30) days following a request of the County, the City shall deliver to the County a certificate of self insurance with respect to the matters set forth in this paragraph.

7. **Negation of Partnership.** Nothing in this Lease shall be construed to render either party in any way or for any purpose a partner, joint venturer, or associate in any relationship with the other party, nor shall this Lease be construed to authorize either to act as agent for the other.

8. **Assignment.** The County shall not voluntarily assign or encumber it's interest in this Lease or in the Premises, or sub-lease all or any portion of the Premises, or allow any other person or entity, except the County's authorized officers, employees, business invitees and visitors, and jurors, to occupy or use all or any part of the Premises without the express written consent of the City. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment by the County. No assignment shall release the County from any obligations under this Lease, without the City's consent, which shall not be unreasonably withheld. Further, the consent of the City to any sub-lease or assignment of the County's interest in this Lease for the improvements will not be unreasonably withheld.

9. **Cooperation.** Each party will reasonably cooperate with the other in ensuring that this Lease allows each party to maximize the benefits and privileges that are granted pursuant to the terms of this Lease. Such cooperation shall include, but is not limited to, execution of such documents as may be necessary or desirable to ensure the financing of improvements on the Premises, so long as such documents are consistent with the rights, privileges, and responsibilities set forth in this Lease.

10. **Default.** If after thirty (30) days written notice from the City to the County, the County fails to pay the annual rent in the manner and amount set forth above, or fails to keep, perform, and observe any and all promises, covenants, conditions, and agreements set forth in this Lease on it's part to be kept, performed, or observed, the City shall have the right to terminate this Lease and recover from the County the balance of the unpaid rent at the time of the breach together with any damages to the improvements located on the Premises.

11. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid, and addressed to the other party as follows:

City: City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

County: County Administrative Officer
County of Monterey
Post Office Box 180
Salinas, California 93902

12. Miscellaneous Provisions.

A. Exhibits. All exhibits referred to are attached to this Lease and are incorporated herein by reference.

B. Integrated Agreement. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement executed by the parties.

C. Captions. The captions of this Lease shall have no effect on its interpretation.

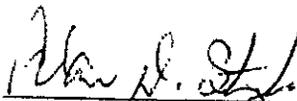
D. Mutual Negotiations. It is understood and agreed by the parties hereto that this Lease has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Lease within the meaning of California Civil Code section 1654.

E. Severability. If any provisions of this Lease or the application of any provision to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

F. Applicable Law. This Lease shall be governed by and construed in accordance with the laws with the State of California.

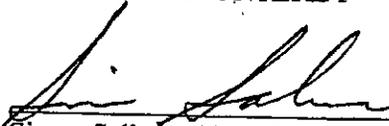
In witness whereof, the parties have executed this Lease on the day and year first above written.

CITY OF SALINAS



Alan Styles, Mayor

COUNTY OF MONTEREY



Simon Salinas, Chair, Monterey County
Board of Supervisors

F:\WPWIN60\TXT\AGMTLEASE.CTY

EXHIBIT A
PARKING LOT PROPERTY.

PROPERTY GENERALLY KNOWN AS CITY PARKING LOTS 6 AND 17, LOCATED IN THE CITY OF SALINAS, CALIFORNIA. THIS PROPERTY IS BOUNDED BY WEST ALISAL STREET ON THE NORTH, LINCOLN STREET ON THE EAST AND CHURCH STREET ON THE WEST AND INCLUDES APPROXIMATELY 53,151 SQUARE FEET.

CITY PARKING LOT NO. 17

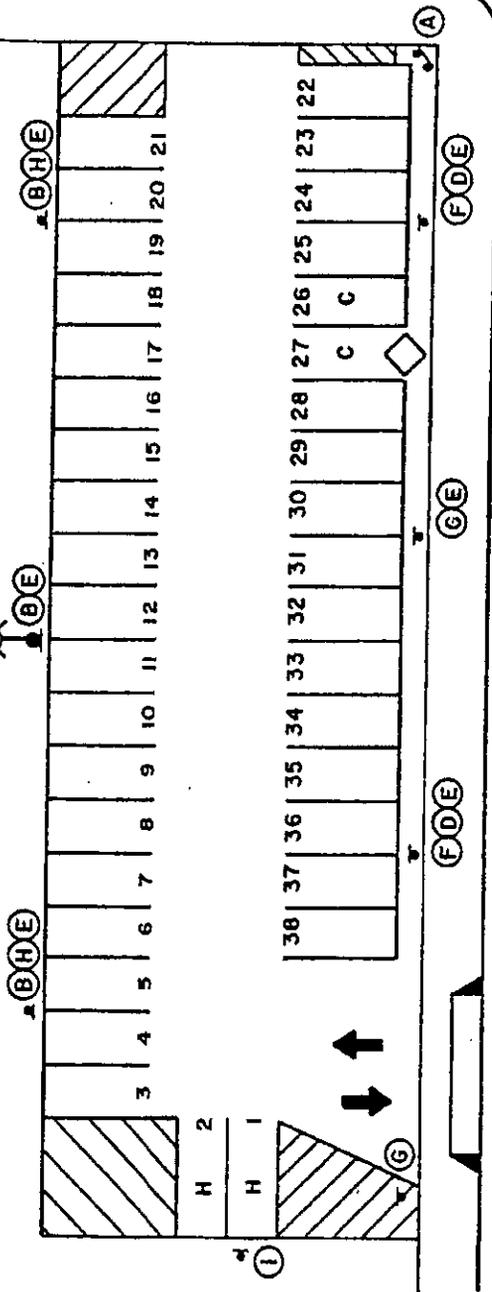
(101 W. ALISAL ST.)

EXHIBIT "B"

WEST ALISAL ST.



PARKING LOT NO. 6 (MONTEREY COUNTY)

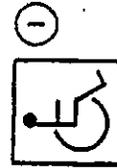


RECREATION CENTER

LINCOLN AVE.

<u>CAPACITY</u>	
STANDARD	34
COMPACT (C)	2
HANDICAPED (H)	2
TOTAL	38

H
PARKING PERMIT
AVAILABLE AT
CITY HALL



E
NO
JUROR
PARKING

F
2 HOUR
PARKING
ONLY
EXCEPT SUN & HOL



C
2 HOUR
PARKING
NO PERMIT
NO PARKING
EXCEPT SUNDAYS
AND HOLIDAYS

D
NO
PERMIT
PARKING

17
A
MUNICIPAL
PARKING LOT
FURNISHED FOR
YOUR SHOPPING
CONVENIENCE
EXCEPT SUN. & HOLIDAYS

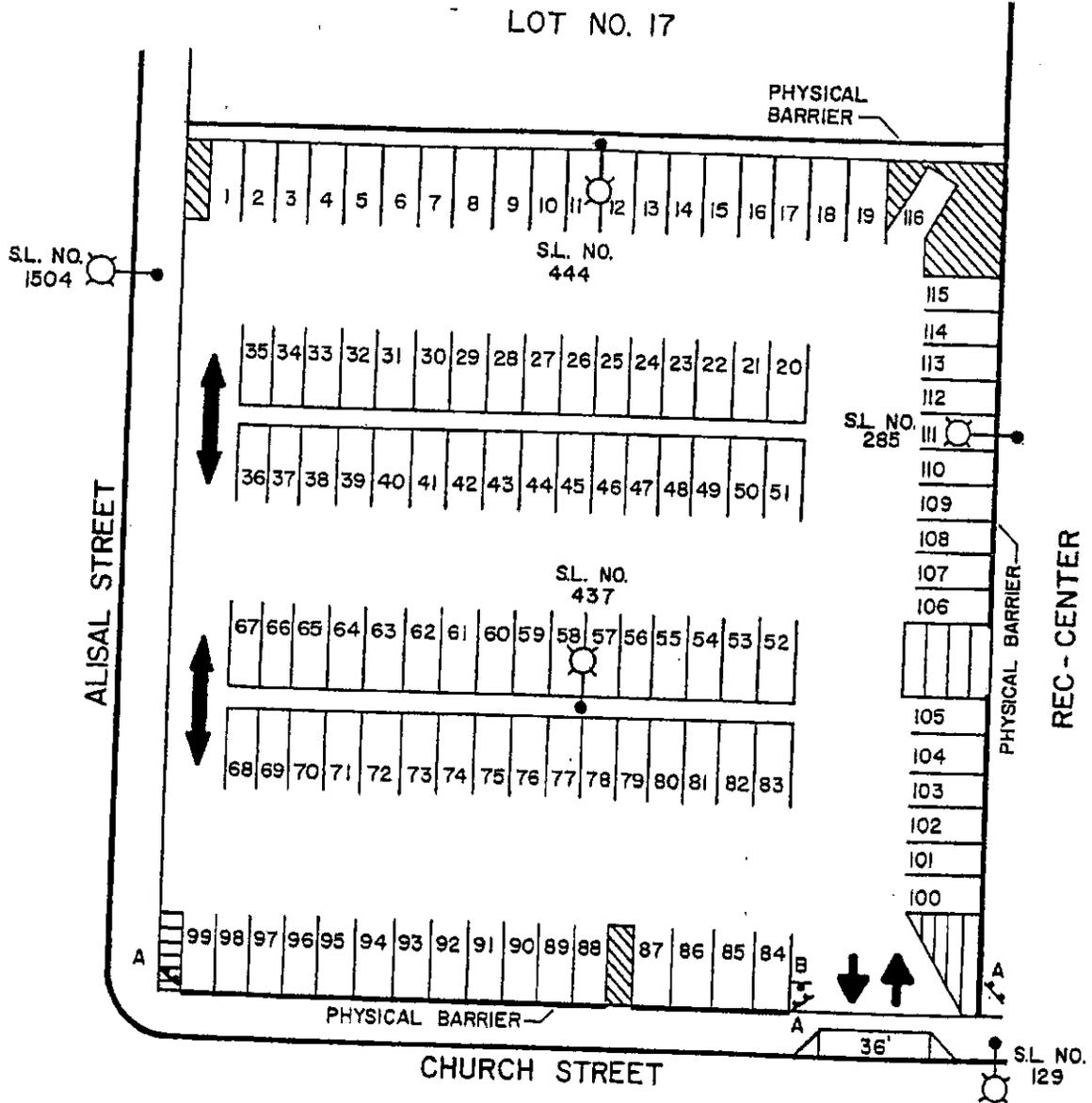
B
NO HOURLY
PARKING
ALL DAY WITH
PERMIT NO. 17
EXCEPT SUNDAYS
AND HOLIDAYS

EXHIBIT B-1

MONTEREY COUNTY PARKING LOT
 FORMERLY CITY PARKING LOT NO. 6
 101 WEST ALISAL STREET

EXHIBIT "B"

1"=40'



A: RESERVED
 COUNTY OF MONTEREY
 PERMIT PARKING
 ONLY
 JURORS AND EMPLOYEES
 VIOLATORS WILL BE CITED/TOWED



CAPACITY
 STANDARD 116

LICENSE AGREEMENT

20-26 Station Place and 12 West Market Street;

Monterey County Juror Parking

This License Agreement is made and entered into as of the last date opposite the respective signatures by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as "the City," and Monterey County, a political subdivision of the State of California hereinafter referred to as "the County." Each may be individually referred to herein as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, the City owns the real property located at 12 West Market Street and 20-26 Station Place in the city of Salinas, County of Monterey (APNs 002-172-012 and 002-171-035, respectively), which real property is improved with a parking lot (the "Parking Lot"); and

WHEREAS, the County is obligated to make available parking for persons responding to juror summons or serving as jurors in the Superior Court located at 240 Church Street in the city of Salinas (the "Jurors") and County employees; and

WHEREAS, the County desires to obtain temporary, revocable rights to the Parking Lot in order that it may be made available for daily use by the Jurors and County employees; and

WHEREAS, the Parties desire to clarify the rights and the obligations of the Parties regarding the Parking Lot.

NOW, THEREFORE, in mutual consideration of the covenants, terms, and conditions set forth in this License Agreement, the Parties agree as follows:

TERMS

1. Grant of License. The City hereby grants to the County a non-exclusive, temporary, and revocable license to use the Parking Lot, which is more particularly shown on the site plan (labeled "Transit Center Parking") attached hereto as Attachment A and incorporated herein by reference, in order to provide daily parking for the Jurors.

2. Purpose of License; Use of Licensed Property. The sole purpose of this License Agreement is to allow temporary access to and use of the Parking Lot by Jurors during their service as a juror at the Superior Court located at 240 Church Street and County employees. The access and use granted to the County hereunder shall be limited to the hours of 7:00 A.M. and 6:00 P.M. each day of the calendar year that the Superior Court located at 240 Church Street is open for business. The Parking Lot shall also remain fully available for public use at all times. Neither the County, nor any of its officers, agents, representatives, guests, tenants or licensees shall at any time suffer, permit or allow any nuisance to be

maintained upon any part of the Parking Lot or make any changes or improvements to the Parking Lot that impede, modify or limit the property's use as a public parking lot.

3. Term. The term of this License Agreement shall be for a period of two (2) years, commencing on April 1, 2015 and ending on March 31, 2017, unless otherwise terminated sooner pursuant to the terms of this License Agreement. The City Manager shall have the authority, at his/her discretion, to extend the Term beyond two (2) years, as may be appropriate for the continued use of the Parking Lot as set out herein and to take whatever action may be appropriate to implement the intent of this License Agreement. Any holding over by the County after the expiration of the Initial Term will be deemed a month-to-month tenancy upon the same terms and conditions as set forth in this License Agreement.

4. Termination. Either party shall have the right to terminate this License Agreement for any reason, or for no reason, upon no less than sixty (60) days' prior written notice to the other party.

5. Consideration. Consideration for the License Agreement is the County's full and timely compliance with all the covenants, terms, and conditions of this License Agreement. Consistent with those provisions described in Section 9, the City agrees to provide maintenance and pay the utility costs and the County will provide security services.

6. Condition of Parking Lot. The Parking Lot is licensed to the County on an "As-Is, Where-Is" basis and the City has no obligation for maintenance, repair, improvement or alteration of the Parking Lot or any part thereof, either before or during the Term of this License Agreement.

7. Control of Property. Throughout the Term of this License Agreement, the City shall retain the physical control and shall retain the management and the operation of the Parking Lot and the use of the Parking Lot by the County shall be subject to the rules and regulations adopted by the City and applicable to the Parking Lot. The County shall have the non-exclusive right to use the Parking Lot only during the hours specified herein for use as juror and County employee parking and shall be fully responsible for the repair of any damage to the Parking Lot caused by it or any of its officers, guests, invitees, licensees, agents or representatives and shall be fully responsible for any and all loss, injury or damage sustained by any of its officers, guests, invitees, licensees, agents or representatives which arise from such persons' use of the Parking Lot pursuant to this Agreement.

8. Structures. No structures or signs may be placed upon the Parking Lot or any improvement located within the Parking Lot, except as may otherwise be specifically authorized in writing by the City. The City's grant of a license shall not otherwise exempt the County from having to obtain other approvals or permits, including but not limited to City Planning Division and Fire Department approvals, necessary for the provision of daily parking for the Jurors in the Parking Lot.

9. Support Services; Maintenance. The City shall be responsible for the operation of the Parking Lot, including support services such as on-going maintenance, waste removal, garbage collection, general cleanup, sanitation facilities, landscaping, restriping, etc. The County shall at its sole expense, hire a security company that is properly licensed and pre-approved by the Salinas Police Department, to patrol the Parking Lot during the hours set forth in Section 2 of this Agreement.

10. Liens and Encumbrances. The County shall have no authority, express or implied, to create or to place a lien or an encumbrance of any kind upon any interest in the Parking Lot, including any mechanic, material or laborer's liens.

11. Laws and Ordinances. In the exercise of any privilege granted by this license, the County shall comply with all applicable federal, state, and local laws, rules, and regulations.

12. Insurance. The County shall, at its own cost and expense, throughout the term of this License Agreement or any extension hereof, furnish and provide to the City public liability and property damage insurance issued by an insurance company authorized to transact such business in the State of California, protecting the City of Salinas, its officers, agents and employees, from any and all loss or damage arising out of the use or occupancy of said premises by County and naming the same as additional insured by endorsement. The insurance required under this License Agreement shall be maintained in at least the following minimum limits and may be met by one or more policies of self-insurance:

Comprehensive General Liability	
General Aggregate	\$2,000,000
Combined Single Limit per Occurrence	\$1,000,000
Property Damage	\$300,000
Workers' Compensation	Statutory

Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

The City shall, at its own cost and expense, throughout the term of this License Agreement or an extension hereof, furnish and provide to the County public liability and property damage insurance, on the same terms and conditions required of the County in this section 12. City's insurance may be met by one or more policies and/or the City's self insurance program.

13. Indemnification. The County shall indemnify, defend, and hold the City and its officers, employees, volunteers, and agents harmless from and against any and all liability, claims, suits, actions, City of Salinas

damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause arising directly or indirectly from the negligent or intentional acts or omissions of County employee's use or occupancy of any part of the Parking Lot pursuant to such license, or from the negligent acts or omissions of the County and any of its officers, guests, invitees, licensees, agents or representatives.

The City shall indemnify, hold harmless, and defend and hold the County, and its officers, employees, volunteers, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause arising directly or indirectly from the negligent or intentional acts or omissions of the general public's use or occupancy, (excluding jurors, County employees or contractors who occupy the premises for the purpose of conducting County business of any part of the Parking Lot pursuant to such license) or from the negligent acts or omissions of the City and any of its officers, guests, invitees, licensees, agents or representatives in the performance of this Agreement. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages and shall survive the expiration or the earlier termination of this License Agreement.

MAP
3/2/15

In the event of concurrent negligence on the part of the City and the County, or any of their officers, officials, employees, agents, invitees or volunteers, the liability for any and all such claims, demands and actions in law and equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California theory of comparative liability as presently established or as hereafter modified.

County and City maintain insurance policies or self insurance programs to fund their respective liabilities. The parties agree that such respective self insurance programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation, subject to conditions, terms, coverage and exclusions of excess insurance, as to the other party and each of its officers, officials, employees, agents, invitees or volunteers.

14. Return of Property. The County shall surrender the Parking Lot at the end of the specified hours of use, or at termination of this License Agreement, in as good a condition, order, and repair as the same shall be on the commencement date of the Term.

15. Assignment. The County shall not assign its rights under this License Agreement. Any attempt by the County to assign the rights and the obligations under this License Agreement shall automatically terminate the License Agreement. Other than the rights specifically granted under this License Agreement, the County hereby expressly waives any claim to or interest or estate of any kind or extent

whatsoever in the Parking Lot arising out of this License Agreement or out of the County's use or occupancy of any portion of the Parking Lot, whether now existing or arising at any future date.

16. Destruction/Condemnation of Property. In the event the Parking Lot is partially or totally destroyed or condemned, this License Agreement shall automatically terminate.

17. Binding on Successors. The covenants, terms, and conditions contained herein shall apply to and shall bind the heirs, successors, and assigns of all parties hereto.

18. Notices and Notification. Any notices under this License Agreement shall be sent to the parties by personal delivery, by facsimile, or by certified mail, return receipt requested, postage prepared in the United States Postal Service at the addresses set forth below.

City of Salinas

City of Salinas
Public Works Department
Attn: Property Manager
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
200 Lincoln Avenue
Salinas, California 93901

County of Monterey

County of Monterey
Resource Management Agency-Public Works Department
c/o Real Property Specialist (Facilities)
855 East laurel Drive, Building C
Salinas, California 93905

With a copy to:

Office of the County Counsel
Land Use & Real Property Division
168 W. Alisal Street, 3rd Floor
Salinas, California 93901

19. Default by the County. If the County defaults under this License Agreement, the City shall give the County written notice requiring that the default be remedied by the County. If the default is not cured within the time set forth by the City (which shall be a reasonable time for curing the default and in no event shall be less than thirty (30) days), the City, at its option, may take any action to cure such default or may terminate this License Agreement.

20. Default by City. If the City defaults under this License Agreement, the County shall give the City written notice requiring that the default be remedied by the City. If the default is not cured within the time set forth by the County (which shall be a reasonable time for curing the default and in no event shall be less than thirty (30) days), the County may take any action to cure such default.

21. Modification. No amendments to or changes to this License Agreement may be made, except by a writing expressly authorized and signed by the City and by the County.

22. No Reliance on Representations. Each party hereby represents and warrants that it is not relying upon, and had not relied upon, any representation or statement made by the other party with respect to the facts involved or its rights or its duties under this License Agreement.

23. Warrant of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this License 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 License Agreement for it, to enter into this License Agreement.

24. Severability. If any part of this License 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 License Agreement shall continue to be in full force and effect.

25. Further Assurances. Each party agrees to do such further acts and things and to execute and to deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

26. Counterparts. This License 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.

27. Integration and Agreement. This License Agreement represents the entire understanding of the City and the County 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.

28. Rights and Obligations Under Agreement. By entering into this License 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.

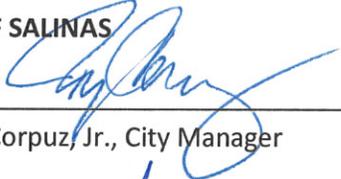
29. Attorney's Fees. In case suit shall be brought to interpret or to enforce this License Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. Attorneys' fees, if awarded, shall be calculated at the market rate.

30. Jurisdiction. This License Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this License Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court.

31. No Partnership or Joint Venture. The provisions of this License Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership or similar relationship between the parties.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and of the County of Monterey have entered into this License Agreement as of the last date opposite the respective signatures below.

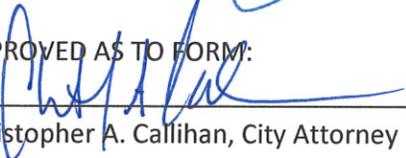
CITY OF SALINAS



Ray E. Corpuz, Jr., City Manager

Date: 3-18-15

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

Date: 3/18/2015

COUNTY OF MONTEREY

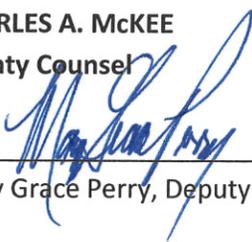


Carl P. Holm, AICP, RMA, Acting Director

Date: 3/17/2015

APPROVED AS TO FORM & LEGALITY:

CHARLES A. MCKEE
County Counsel



Mary Grace Perry, Deputy County Counsel

Date: 3/3/2015

Attachment A

Transit Center Parking, APN 002-171-075



20-26 Station Place
APN 020-172-012



12 West Market Street

APN 002-171-075

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That certain real property, situate in the City of Salinas, Monterey County, California being a portion of that certain 25.67 acre tract of land described in deed from Eugene Sherwood, et al, to the Southern Pacific Railroad Company dated October 9, 1872, and recorded in Vol. M of Deeds at page 34, records of said County, and all of that certain tract of land described in deed from A.W. Branch to Southern Pacific Railroad Company dated August 31, 1872 and recorded in Vol. L of Deeds at page 439, records of said county, described as follows:

Beginning at a 1" diameter iron pipe at the intersection of the easterly line of Palmetto Street, as shown on Map of Salinas City, filed in Vol. 1 of Cities and Towns at page 36, records of said county, with the southerly boundary of said 25.67 acre tract of land and running thence along said southerly boundary,

- 1) N 65° 36' W, 37.50 feet to intersection with the centerline of said Palmetto Street, thence leave said southerly boundary and along the extension northerly of said centerline,
- 2) N 24° 23' 38" E, 113.47 feet; thence leave said centerline extension,
- 3) N 65° 36' W, 37.50 feet; thence
- 4) N 24° 23' 38" E, 53.14 feet to a 1" diameter iron pipe; thence along a line parallel to and 25 feet southerly from, measured at a right angle, the main line of the Southern Pacific Railroad Company track,
- 5) S 66° 30' 04" E, 928.84 feet to the intersection with the westerly line of North Main Street, a City street; thence leave said parallel line and along the line of said North Main Street,
- 6) S 24° 22' 41" W, 25.00 feet to a 1" diameter iron pipe at the intersection of said street line with the northerly line of that certain tract of land described in Final Judgment of Condemnation, City of Salinas vs. Southern Pacific Transportation Company, dated October 16, 1975 and recorded in Reel 1009, Page 241, Official Records of said county; thence leave said street line and along said line of condemnation,
- 7) N 66° 30' 04" W, 30.00 feet to a 1" diameter iron pipe; thence continuing along said condemnation line, to and along the easterly line of Parcel A, as shown on map filed in Vol. 14 of Parcel maps at page 84, records of said county,
- 8) S 27° 31' 00" W, 250.77 feet to a 3/4" diameter iron pipe, LS 3509; thence continuing along said parcel boundary,
- 9) N 65° 40' 09" W, 105.03 feet; thence
- 10) N 9° 50' 45" W, 116.16 feet to a 1" diameter steel bar at the most westerly corner of said Parcel A, in the southerly boundary of said 25.67 acre tract of land; thence along said southerly boundary,
- 11) N 65° 37' 57" W, 137.69 feet to a 2" diameter iron pipe in the easterly line of Station Place (shown as Natividad Street of said Map of Salinas City); thence continuing along said southerly boundary,
- 12) N 65° 41' 51" W, 100.00 feet to the westerly line of said Station Place; thence continuing along said southerly boundary,
- 13) N 65° 36' W, 402.01 feet to intersection with said easterly line of Palmetto Street thence along said street line,
- 14) S 24° 23' 38" W, 1.00 feet to the point of beginning.

APN 020-172-012

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

That portion of the Bremen Park Block (Now known as Block 23 1/2) as per map of Salinas City by Sherwood and Hellman, recorded November 7, 1868 in Volume 1, Maps of "Cities and Towns", at Page 36, Records of Monterey County, California, described as follows:

Beginning at a point in the northerly line of Market Street (formerly called Castroville Street) at the southwest corner of that certain lot of Parcel of land fronting on Market Street and conveyed in the Deed to D. Franci, et ux., recorded September 8, 1917, in Volume 151, Page 305, of Deeds, Records of Monterey County, said point of beginning being also the southerly common corner of Lots 3 and 4 of said Bremen Park Block; thence along the northerly line of Market Street,

- (1) N. 65° 28 1/2' W., 49.44 feet to the most southerly corner of that certain parcel of land conveyed in the Deed to H. Figur, recorded October 30, 1929 in Volume 214, Page 59, Official Records of Monterey County; thence along the southeasterly line of said property so conveyed to H. Figur and along the center line of a brick wall,
- (2) N. 24° 14' E., 40 feet to a steel bar 1" in diameter x 30 inches long, drive at the northerly end in the center line of a brick wall, of width 12 1/2 to 13 inches; thence along the northerly side of a brick building,
- (3) N. 65° 28 1/2' W., 0.56 feet, (6-3/4 inches) to a steel bar 1"; in diameter X 30 inches long standing at the northerly side wall of said Brick Building; thence,
- (4) N. 25° 25 1/2'; N., 124.9 feet to a steel bar 1" in diameter X 30 inches long on the southerly side of an alley 15 feet wide; thence along said southerly line of said alley,
- (5) S. 65° 28 1/2' E., 51.52 feet to a one inch steel bar, 30 inches long top flush with the ground, standing in fence along said westerly line of extension of Main Street,
- (6) S. 9° 42 1/2' E., 63.16 feet to a one inches steel bar, 30 inches long top flush with concrete sidewalk; thence along line of said lot conveyed to D. Franci, et ux., with the following two courses and distances,
- (7) N. 65° 45 1/2' W., 37.52 feet to a one inch steel bar, 30 inches long, top flush with the ground, at northwesterly corner of said lot conveyed to D. Franci, et ux.; thence along west face of Brick Building,
- (8) S. 24° 11 1/2' W., 112.60 feet, (at 74.0 feet the northerly common corner of lots 3 and 4, along line between lots 3 and 4), to the point of beginning.

PARCEL II:

Beginning at a point on the westerly side of Main Street, in Salinas City, 79 feet northerly from the northwest corner of the intersection of Main and Market Streets, thence parallel with Market Street,

- (1) North 65° 17' West, 21.9 feet to the line between lots 2 and 3 in what is known as Bremen Park Block as per map hereinafter referred to; thence along the line between said lots 2 and 3,
- (2) South 24° 43' West, 63 feet to the north line of Market Street; thence along the north line of Market street,
- (3) North 65° 17' West, 50 feet to the corner of lots 3 and 4; thence at right angles,
- (4) North 24° 43' East, 112.6 feet to a 1" iron pipe 36 inches long driven in the ground; thence
- (5) South 65° 17' East, 37 feet to the westerly line of Main Street; thence along the west side of Main Street,

(6) South 9° 30' East, 58.25 feet to the point of beginning, being Lot three (3) and portion of the background and land in rear of said lot 3, and portion of the background and land in rear of lot two (2) extending northerly to the extension of Main Street and to within 15 feet of the southern Pacific Railroad Depot Ground, in what is shown and known as Bremen Park Block on Sherwood and Hellman's Map of Salinas City filed November 7, 1868, in the Office of the County Recorder of Monterey County, in Volume 1, Maps of "Cities and Towns", at page 36.

Except therefrom that portion deeded to the City of Salinas, by Deed recorded September 2, 1965 in Reel 422, page 984 Official Records of Monterey County.

Parcels I and II above described are also shown as "Parcel 1" on the Record of Survey filed December 17, 1993, Volume 18, Surveys, Page 86, Official Records.

APN: 002-172-012

3.3 PARKING OPPORTUNITY SITES

3.3.1 Structured Parking and Redevelopment

One of the City of Salinas' greatest downtown assets is the land it has assembled for parking. Currently, most of this land is being used for surface parking. Figure 3-3 depicts the parking lots and other properties the City of Salinas currently has assembled that can be repurposed either as structured parking or potential development sites. This figure represents the maximum potential of each site, recommendations for redevelopment are presented in Chapter 5.

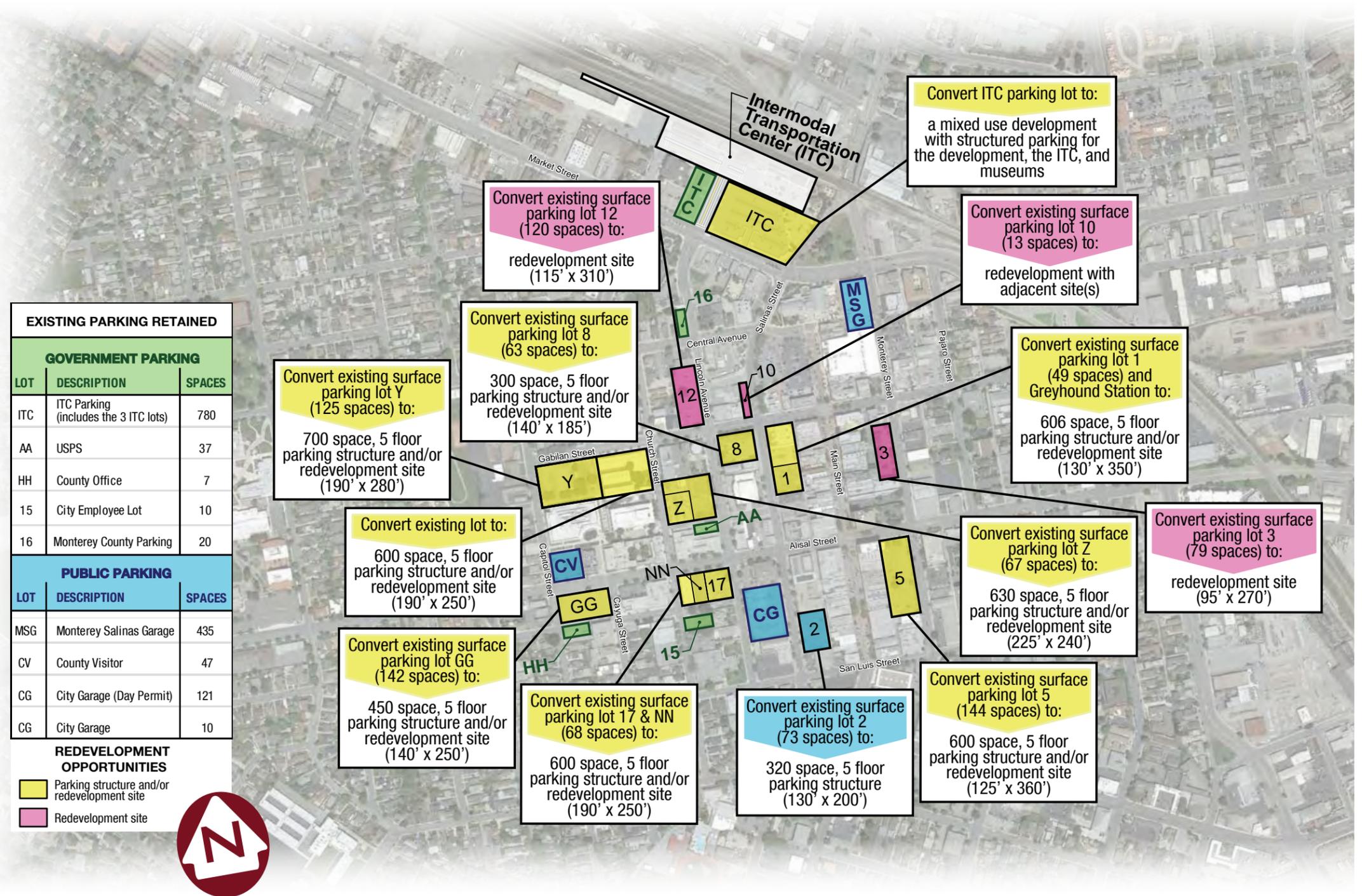
Properties depicted in green are current government parking lots that are recommended to remain as parking. Some of these lots are too small to be used for structure parking or to be redeveloped. Portions of the Intermodal Transportation Center parking are also recommended to remain as surface parking.

Properties depicted in blue are recommended to remain as public parking. Most of these properties are currently structured parking or too small to become redeveloped. As part of the old deeds created during the development of the City's parking districts, the redevelopment of Lot 2 requires the consent of the original owners or heirs. With that, Lot 2 is recommended to remain as public parking.

Properties depicted in pink are current surface parking lots that are too small to be considered for parking structures, but are recommended to be redeveloped. These lots can be redeveloped separately or combined with an adjacent property.

Parcels depicted in yellow are sites that could become structured parking or a redevelopment site with or without parking on site. These sites represent a tremendous development potential that can be used to create more jobs, residents, and commercial opportunities in downtown Salinas.

FIGURE 3-3 PARKING LOT REDEVELOPMENT OPPORTUNITIES



EXISTING PARKING RETAINED		
GOVERNMENT PARKING		
LOT	DESCRIPTION	SPACES
ITC	ITC Parking (includes the 3 ITC lots)	780
AA	USPS	37
HH	County Office	7
15	City Employee Lot	10
16	Monterey County Parking	20
PUBLIC PARKING		
LOT	DESCRIPTION	SPACES
MSG	Monterey Salinas Garage	435
CV	County Visitor	47
CG	City Garage (Day Permit)	121
CG	City Garage	10
REDEVELOPMENT OPPORTUNITIES		
	Parking structure and/or redevelopment site	
	Redevelopment site	



RESOLUTION NO. 20911 (N.C.S.)

**A RESOLUTION OF THE SALINAS CITY COUNCIL
AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH THE COUNTY OF MONTEREY REGARDING THE
MUTUAL PLANNING AND IMPLEMENTATION OF GOVERNMENT SERVICES
AND FACILITIES IN DOWNTOWN SALINAS**

WHEREAS, downtown Salinas encompasses Monterey County's largest concentration of local and state government offices, including the County Administrative Offices, the State Superior Court and Salinas City Hall; and

WHEREAS, the County and the City each recognize that the continued concentration of government offices and government workers in the downtown Salinas is beneficial for the efficient and effective provision of many government services and functions and is essential for the economic health and well-being of downtown Salinas; and

WHEREAS, the approval of the subject resolution to adopt the MOU is not a project as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 and is therefore exempt from further environmental review.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached Memorandum of Understanding between the County of Monterey and the City of Salinas Regarding Mutual Planning and Implementation of Government Services and Facilities in Downtown Salinas in substantially the form submitted to the City Council and Board of Supervisors of the County and authorizes the Mayor to sign the Memorandum of Understanding on behalf of the City.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect upon adoption.

PASSED AND ADOPTED this 9th day of February 2016 by the following vote:

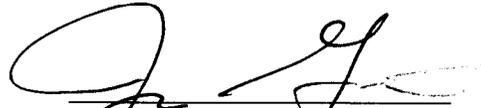
AYES: Councilmembers: Barrera, Castaneda, Craig, De La Rosa, Lutes, McShane and Mayor Gunter

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:



Joe Gunter, Mayor

ATTEST:



Patricia M. Barajas, City Clerk

Attachment: MOU between the County of Monterey and the City of Salinas regarding Mutual Planning and Implementation of Government Services and Facilities in Downtown Salinas

MEMORANDUM OF UNDERSTANDING

between

THE COUNTY OF MONTEREY

and

THE CITY OF SALINAS

regarding the

**MUTUAL PLANNING AND IMPLEMENTATION OF GOVERNMENT SERVICES
AND FACILITIES IN DOWNTOWN SALINAS**

This Memorandum of Understanding (MOU) is between the County of Monterey (“County”) and the City of Salinas (“City”) hereafter referred to as “Parties”, regarding the mutual planning and implementation of a multi-agency campus style government center located in downtown Salinas (“Government Center”), building upon the mutual resources and the current and anticipated facilities needs of the County and the City, in and around downtown Salinas.

WHEREAS, downtown Salinas encompasses Monterey County’s largest concentration of local and State government offices, including the County Administrative Offices, the State Superior Court (“Courts”), and Salinas City Hall; and

WHEREAS, this concentration of government activity generates significant government-related business activity, such as legal, real estate, development, accounting, and financial services; and

WHEREAS, government workers represent the largest share of downtown employment and, by their proximity to commercial businesses in the downtown, generate a considerable amount of direct downtown economic activity through visitors, shopping, meals and entertainment; and

WHEREAS, the County and the City each own and/or lease a significant share of downtown properties, and in particular those properties within and adjoining the Government Center which is bounded by Salinas Street to the east, Central Avenue to the north, Capitol Street to the west and Alisal Street to the south; and

WHEREAS, the County and the City each recognize that the continued concentration of government offices in downtown Salinas is beneficial for the efficient and effective provision of many government services and functions, and is essential for the economic health and well-being of downtown Salinas; and

WHEREAS, the County and City mutually funded and participated in the preparation of the Salinas Downtown Vibrancy Plan (herein referred to as the “Downtown Vibrancy Plan”) and have each adopted resolutions accepting the plan as a strategic planning document to guide the revitalization of Downtown Salinas including a comprehensively planned Government Center; and

WHEREAS, the County and City mutually agree to work together to create a Government Center that connects to downtown as provided in the Downtown Vibrancy Plan, Chapter 5 “Stimulating Development Activity”, Section 5.2.2 Government Center, (page 59) and the goals defined in Figure 5-3 “Catalyst Improvements Government Center”; and

WHEREAS, this MOU is intended as an expression of intent, but the parties recognize that any future development as may be described herein is subject to all requirements of law, including environmental review under CEQA as appropriate.

NOW, THEREFORE, the parties hereby set forth their understandings and actions (including a Schedule of Performance attached to this MOU as Exhibit “A”) required for a mutual Government Center planning and implementation strategy as follows:

1. The parties agree to continue to provide staff and financial resources necessary to support the implementation of strategies and actions recommended in the Downtown Vibrancy Plan for the Government Center and other County and City-owned and leased facilities located in the downtown including but not limited to the following and as outlined in Exhibit “A”:
 - a. Complete the appropriate environmental studies in conformance with the California Environmental Quality Act (CEQA) required for the implementation of the Downtown Vibrancy Plan.
 - b. Amend the City’s General Plan Land Use Designations and Zoning Districts of the County and City-owned parking lots identified in Exhibit “B” of this MOU from the Public/Semipublic (PS) zoning district to a zoning district intended to attract private investment and promote development.
 - c. Complete a parking and facility needs and fiscal assessment of existing government facilities. The assessment will address the reuse or repurposing of existing facilities and identify the costs and potential funding sources to construct a shared use parking facility that serves the Government Center (County, City, State (Courts) and Post Office). The preferred option for the shared use parking facility identified in the Downtown Vibrancy Plan is located on the southwest corner of West Gabilan Street and Church Street (a portion of APN 002-247-001).
 - d. Provide a comprehensive facilities master plan for the Government Center that makes optimal use of existing facilities for the parties while planning for future governmental activities, functions and spatial needs in accordance with Figure 5-3 (attached to this MOU as Exhibit “C”) and other applicable provisions of the Downtown Vibrancy Plan including but not limited to the following:
 - (i) County agrees to coordinate with City in the implementation of the County’s Facility Utilization Plan for County-owned or leased facilities located within the Government Center. Said plan includes, but is not limited to the following:
 - (1) Renovate the East/West Wing building for the intended purpose of relocating the District Attorney’s office, grand jury, law library and/or other governmental functions as determined by the County.
 - (2) Relocate the Public Defender’s office into the County Administrative Building after the Resource Management Agency is relocated from East Alisal Street to Schilling Place.
 - (3) Remove modular buildings upon relocation of the District Attorney’s and Public Defender’s offices.

- (ii) County agrees to coordinate with City in master planning of other County-owned or leased facilities located within the Government Center. Future plans include, but are not limited to the following:
 - (1) Disposition of the Old County Jail
 - (2) Provision of open space
 - (3) Provision of parking and shared structure parking facility or facilities.
 - (iii) City agrees to coordinate with County in master planning of the City-owned or leased facilities located within the Government Center. Future plans include, but are not limited to the following:
 - (1) Complete a facility needs study and fiscal assessment for a new Salinas City Hall facility which evaluates the potential reuse or demolition of the existing Salinas police station and City Hall facilities.
 - (iv) City and County agree to coordinate with the Courts to address their existing and future facility needs within the Government Center.
 - e. Provide for attractive, safe and convenient pedestrian linkages and green/open spaces between and among all government facilities, Main Street, and multi-modal transportation facilities in accordance with the Downtown Vibrancy Plan including but not limited to the incorporation of “road diets” for streets located in the downtown, where appropriate.
 - f. Consider the Government Center’s relationship with surrounding land uses and plans; and incorporate the plan into all future City land use planning activities in the downtown.
 - g. Evaluate the potential reuse, preservation or replacement of County or City-owned historic buildings in the downtown.
2. The parties agree to provide mutual support and assistance for enabling the continued and expanded presence of primary State (Courts), federal, and other agency offices in the downtown, when demonstrated for effective provision of services.
 3. The parties agree to explore partnerships and to co-leverage funding wherever the potential exists, to funding capital improvements for buildings and infrastructure deemed to be mutually beneficial to the development of the Government Center, that includes but is not limited to various forms of financing, the formation of and enhanced infrastructure financing district, community benefit district, and State and federal resources.
 4. The parties agree to continue in an on-going License Agreement between the County and the City to allow jurors to park in designated City parking facilities until such time that an alternative parking solution is available or either party desires to terminate said agreement.
 5. The Parties intend that this MOU and any subordinate documents not constitute an entitlement for development, such development being the subject of other actions by public entities or of permits to be sought at later times. It is also the intent of the Parties that this MOU not constitute a “project” for purposes of the California Environmental Quality Act (“CEQA”), and that any future development as may be described herein be subject to all requirements of law, including CEQA. Execution of the MOU constitutes a good faith agreement to work toward the mutual policy objectives as outlined herein, reserving for the future any specific project approvals or plans. Any specific project approvals shall become effective if and only after such applications have been considered by the City and County in

their sole discretion following the conduct of all legally required procedures, including without limitation, all required environmental review processes and all other applicable governmental approvals.

6. The Parties agree to commence and use their best efforts to complete the actions within the projected timeframes set forth in the Schedule of Performance attached to this MOU as Exhibit "A".

General Provisions

7. This MOU is effective from December 15, 2015 and shall remain in force until October 31 2020, unless extended or sooner terminated by mutual consent of the Parties. The period of performance may be extended or shortened by written agreement of the Parties. The City Manager and the County Administrative Officer are specifically authorized to extend the period of performance of this MOU for a period of one year or less. The City Council and Board of Supervisors shall approve any extension in the period of performance which exceeds one year. Any Party hereto may terminate this MOU at any time by giving 90 days written notice to the other Party.
8. This MOU shall be reviewed annually by the City Council and the Board of Supervisors in November of each year following the effective date of this MOU. As part of the annual review, a written report shall be prepared by the City Manager and County Administrative Officer or their designees documenting the progress of this MOU, which shall include an updated Schedule of Performance showing the completion and funding status of each action and any revisions from the previous year's report. The written report shall be made available to the public for review and comment before the consideration of the annual report by either the City Council or Board of Supervisors.
9. The Schedule of Performance may be revised upon the written consent and agreement of the Parties. The City Manager and the County Administrative Officer are specifically authorized to administratively revise the Schedule of Performance as necessary to address new or changed circumstances; add, delete or modify actions or completion dates, or make other revisions as necessary to implement the understandings of this MOU. The City Manager and County Administrative Officer shall have the right to refer any proposed revision of the Schedule of Performance to the City Council and Board of Supervisors for their consideration. The City Manager and County Administrative Officer shall inform the City Council and Board of Supervisors of any changes in the Schedule of Performance.
10. This MOU constitutes the entire agreement and understanding between the Parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, with regard to the purposes of this MOU. Any changes or modifications shall be accomplished by a written amendment to this MOU executed by the duly authorized representatives of the Parties
11. In the event of a dispute arising out of the performance of this MOU, each of the Parties may send a written notice of dispute to the other Parties. Within fifteen working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute.

such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute.

12. The Parties shall defend, indemnify and hold each other and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents, or employees.
13. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

COUNTY OF MONTEREY
County Administrative Officer
168 W. Alisal St.
Salinas, CA 93901-2439

Copy: County Counsel

CITY OF SALINAS
City Manager
200 Lincoln Avenue
Salinas, CA 93901

Copy: City Attorney

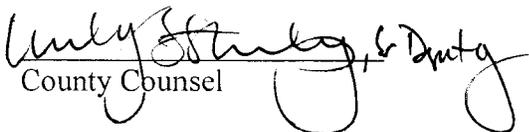
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as set forth below:

County of Monterey


Jane B. Parker
Chair of the Board of Supervisors

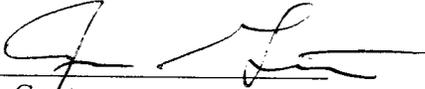
2-9-16
Date

Approved as to Form


County Counsel

2/1/16
Date

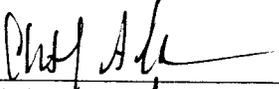
City of Salinas



Joe Gunter
Mayor

2-21-16
Date

Approved as to Form



Christopher M. Callihan
City Attorney

2/21/2016
Date

EXHIBIT "A"

SCHEDULE OF PERFORMANCE

MOU Section	Action Item	Responsible Party	Completion Date	Funding Status
1.a.	Complete CEQA analysis for the Downtown Vibrancy Plan.	City	December 2016	1b to occur first, and will provide scope of work for CEQA analysis
1.b.	Amend the City's General Plan Land Use Designation and Zoning Districts for City and County-owned parking lots identified in Exhibit "B" of this MOU.	City	December 2016	\$175,000
1.c.	Complete a parking and facility needs and fiscal assessment of existing government facilities.	City and County	Complete parking and facility needs and fiscal assessment by December 2016	\$150,000
1.d.(i)(1)	Complete East/West Wing building renovation.	County	December 2018	Funded
1.d.(i)(2)	Relocate Public Defender's Office into the County Administrative Building.	County	December 2018	TBD
1.d.(i)(3)	Remove modular buildings.	County	Within 90-calendar days of the relocation of the District Attorney's and Public Defender's offices.	TBD
1.d.(ii)(1)(2)(3)	Coordinate on future planning activities related to the disposition of the Old County Jail, provision	County and City	On-going and/or as otherwise provided in this MOU.	TBD

	of open space and parking and shared parking facility or facilities.			
1.d.(iii)(1)	Complete a facility needs and fiscal assessment for a new Salinas City Hall facility.	City	December 2018	TBD
1.d.(iv)	City and County agree to coordinate with the Courts to address their existing and future facility needs.	City and County	On-going	NA
1.e.	Provide for attractive, safe and convenient pedestrian linkages and green spaces.	City and County	In accordance with the timeframes specified in the Downtown Vibrancy Plan. Complete “road diet” design specifications and improvement plans for West Alisal Street by December 2016.	\$75,000 budgeted to establish an Enhanced Infrastructure District to fund changes in the built environment
1.f.	Consider the Government Center’s relationship with surrounding land uses and plans.	City and County	On-going	NA
1.g.	Evaluate the potential reuse, preservation or replacement of City- and County- owned historic structures (the Old County Jail is addressed in Action Item 1.d.(ii)(1)(2)(3) above).	City and County	December 2019	TBD
2.	Provide mutual support and assistance for	City and County	On-going	TBD

	continued presence of primary State (Courts), federal, and other agency offices in the downtown.			
3.	Explore partnerships and to co-leverage funding.	City and County	On-going	TBD
4.	Continue License Agreement between the County and the City to allow jurors to park in designated City parking facilities.	City and County	Current Agreement in place/On-going.	No City fiscal impact; County assumed continuance of shuttle and related services
8.	Annual Review	City and County	By November 30 th of each year.	NA
<p>The Schedule of Performance may be modified in accordance with the requirements of Section 9 of this MOU. TBD – To be determined NA – Funding status is generally not applicable.</p>				

EXHIBIT “B”
CITY/COUNTY-OWNED OR LEASED PROPERTY WITHIN
THE GOVERNMENT CENTER

The table below describes potential real property owned or leased (controlled) by the City and County that are within the Government Center defined by Section 5.2.2 of the Downtown Salinas Vibrancy Plan. All are currently zoned by the City as “Public/Semipublic (PS)”. As described in the MOU, these properties are the topic of consideration for re-use, or potential disposition to private party for development purposes, and will be considered for rezoning for that purpose. This list of properties is speculative in nature, and may be changed if agreed upon in writing by both parties.

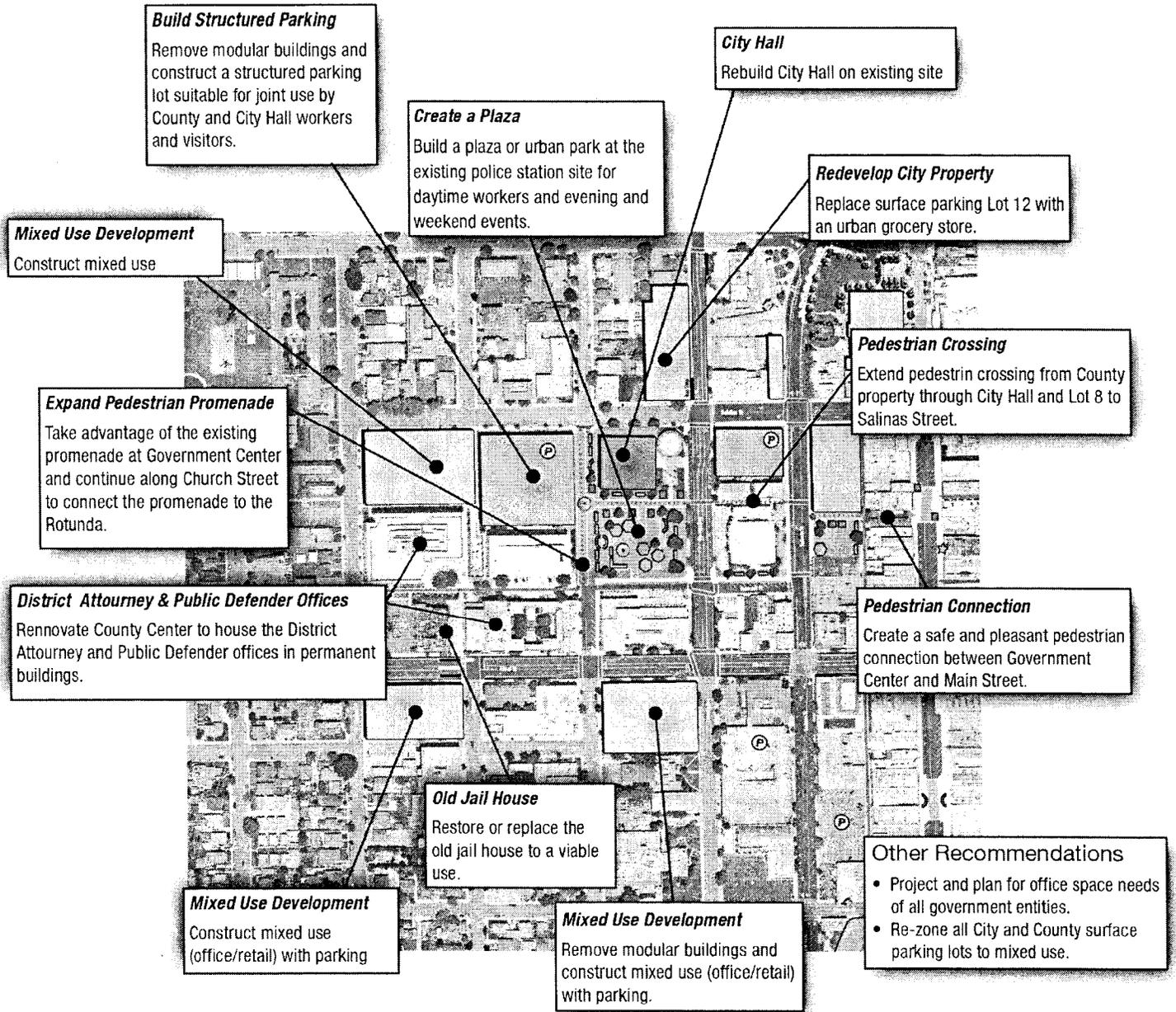
City/ County Controlled	Description/ Square footage	Address	APN	Current Use	Conditions for Reuse
County	Surface parking lot: 46681 square feet.	300 Cayuga Street	002322018	Employee parking	Relocate or replace current parking use.
County	Surface Parking Lot; west portion: 64,865 of 135,886 square feet	230 Church Street	002235028	Employee parking	Relocate or replace current parking use.
County	Offices; east portion: 71,021 of 135,886 square feet	230 Church Street	002235028	Temp portable buildings for District Attorney	Relocate District Attorney into East and West Wing of Court House.
County and City	Offices, surface parking: 51,766 of 148,647 square feet	320 Lincoln Avenue	002331010	Temp portable buildings Public Defender; county parking; city vehicle parking	Relocate Public Defender and relocate or replace parking.
City	Government Offices: 105,745 square feet	200 Lincoln Avenue	002246014	City Hall, Police Department and Council Rotunda	Move Police Department; redesign City Hall (may not require rezone from Public/Semipublic (PS)).
City	Surface parking and office: 6 parcels; 40,100 square feet	106-122 Lincoln Avenue	002245002-008	City employee parking	Relocate employee parking.
City	Surface Parking:	210	002244098	Employee and	Lot has to be split

	27,845 of 33,386 square feet	Salinas Street		public parking; old fire house	isolating the old fire house from parking; parking use has to be replaced or relocated.
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The rezoning of these properties (for example from Public/Semipublic (PS) to Mixed Use (MX)) will require an amendment of the City's General Plan and related environmental review in accordance with the California Environmental Quality Act (CEQA).

EXHIBIT "C"

FIGURE 5-3 OF THE SALINAS DOWNTOWN VIBRANCY PLAN





City of Salinas

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

(831) 758-7241 • (831) 758-7935 (Fax) • www.ci.salinas.ca.us

July 15, 2019

County of Monterey
Resource Management Agency-Public Works Department
c/o Real Property Specialist (Facilities)
ATTN: George Salcido
1441 Schilling Place
Salinas, CA 93901

Via First Class Mail & Email: SalcidoG@co.monterey.ca.us

**RE: NOTICE OF TERMINATION OF LICENSE AGREEMENT: 20-26 STATION PLACE AND
12 WEST MARKET STREET; MONTEREY COUNTY JUROR PARKING**

Dear Mr. Salcido:

This is to notify you of the City's intent to terminate the subject license agreement. This agreement will be terminated as of September 13, 2019. The subject agreement commenced on April 1, 2015 and is currently on a month-to-month term. This termination is due to construction activities currently underway at the Train Station's parking lot and the surrounding area and is not reflective of your agency's quality of work and efforts in executing this agreement.

Your acknowledgement of this notice is hereby requested by signing below and returning the original signed letter to Hilda Garcia, at the address noted at the top of this letter. Thank you for doing business with the City.

Sincerely,

Jim Pira, Assistant City Manager
for Ray E. Corpuz, Jr., City Manager
City Manager

Acknowledgement:

By: _____
Date: _____

Enclosures: Original License Agreement

cc: City Clerk
City Attorney
City Parcel 851L – Lease File
Office of the County Counsel, Land Use & Real Property Division



City of Salinas

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

Legislation Text

File #: ID#19-462, **Version:** 1

“No Parking” Red Zones at the intersection of Cherokee Drive and Madrid Street

Approve a Resolution establishing 35 feet of “No Parking” Red Zones at the intersection of Cherokee Drive and Madrid Street to provide sufficient corner sight distance.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019
DEPARTMENT: PUBLIC WORKS
FROM: DAVIDS JACOBS, PUBLIC WORKS DIRECTOR
BY: ANDREW EASTERLING, TRAFFIC ENGINEER
TITLE: “NO PARKING” RED ZONES AT THE INTERSECTION OF CHEROKEE DRIVE AND MADRID STREET

RECOMMENDED MOTION:

A motion to approve a resolution establishing 35 feet of “No Parking” red zone marking(s) at the intersection of Cherokee Drive and Madrid Street to provide sufficient corner sight distance (Attachment 2).

RECOMMENDATION:

It is recommended that the City Council approve the establishment of a total of 35 feet of “No Parking” red zone marking(s) at the intersection of Cherokee Drive and Madrid Street.

EXECUTIVE SUMMARY:

Staff received a request to evaluate sight lines at the intersection of Cherokee Drive and Madrid Street. Staff determined that parked vehicles obstructed sightlines necessary to provide the minimum stopping sight distance. Staff is recommending the designation of approximately 35 feet of “No Parking” red zone marking(s) at the intersection of Cherokee Drive and Madrid Street, equivalent to less than 2 parking spaces in total, to provide sufficient sight lines.

BACKGROUND:

Staff has received a request to evaluate sight lines at the intersection of Cherokee Drive and Madrid Street. Staff conducted an analysis and determined sight lines necessary to make a safe turning movement based on the gap acceptance decision for turning movements from the minor-roadway (Madrid Street) while providing necessary stopping sight distance for vehicles on the major-roadway (Cherokee Drive). Based on the traffic analysis and design standards established by state and federal design guidelines, staff is proposing the removal of approximately 25 feet and 10 feet of parking along Cherokee Drive (see Attachment 2).

Intersection sight distance criteria for stop-controlled intersections is typically longer than stopping sight distance to allow the intersection to operate smoothly. Minor-road vehicle operators can wait at the approach until they can adequately evaluate sufficient gaps in traffic so that they can proceed safely without forcing a major-road vehicle to stop or unduly interfering with major-road traffic operations. For this application staff is recommending stopping sight distance as the minimum standard to apply to provide adequate sight lines and also minimize the impacts to on-street parking capacity.

TRAFFIC AND TRANSPORTATION COMMISSION:

The establishment of a total of 35 feet of “No Parking” red zone marking(s) at the intersection of Cherokee Drive and Madrid Street was presented to the Traffic and Transportation Commission at its August 2019 meeting. The Commission voted 6-0 to recommend to the City Council to approve a resolution to establish 35 feet of “No Parking” red zones marking(s) at the intersection of Cherokee Drive and Madrid Street.

CEQA CONSIDERATION:

The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301, Class 1(c)) because the actions consists of operation and minor alteration of an existing City street.

STRATEGIC PLAN INITIATIVE:

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

DEPARTMENTAL COORDINATION:

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

FISCAL AND SUSTAINABILITY IMPACT:

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

ATTACHMENTS:

- Attachment 1: Resolution
- Attachment 2: Proposed No Parking Exhibit

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

**A RESOLUTION OF THE SALINAS CITY COUNCIL ESTABLISHING 35 FEET OF
“NO PARKING” RED ZONE(S) AT THE INTERSECTION OF CHEROKEE DRIVE
AND MADRID STREET**

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

WHEREAS, on August 8, 2019, the Traffic and Transportation Commission voted unanimously (6-0) to recommend to City Council the approval of establishing a total of 35 feet of “No Parking” Red Zone(s) at the intersection of Cherokee Drive and Madrid Street (see Attachment 2); and

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

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approved the establishment of 35 feet of “No Parking” Red Zone(s) at the intersection of Cherokee Drive and Madrid Street; and

PASSED AND APPROVED this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

PROPOSED PARKING RESTRICTIONS CHEROKEE DRIVE AT MADRID STREET



CHEROKEE DRIVE

MADRID STREET

10'

25'

LEGEND

 PROPOSED NO PARKING



City of Salinas

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

Legislation Text

File #: ID#19-464, **Version:** 1

On-Call Job Order Contract for Sidewalk Improvements

Approve a Resolution rejecting all bids received for the On-Call Job Order Contract for Sidewalk Improvements, and authorizing the issuance of invitation to re-bid, with bids to be opened on October 8th, 2019.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019
DEPARTMENT: PUBLIC WORKS DEPARTMENT
FROM: DAVID JACOBS, P.E., L.S., PUBLIC WORKS DIRECTOR
BY: JONATHAN ESTEBAN, JUNIOR ENGINEER
TITLE: ON-CALL JOB ORDER CONTRACT FOR SIDEWALK IMPROVEMENTS CIP 9720

RECOMMENDED MOTION:

A motion that City Council approve a resolution to:

- 1) Reject all bids received for the On-Call Job Order Contract for Sidewalk Improvements; and
- 2) Authorize the issuance of invitation to re-bid, with bids to be opened on October 8, 2019.

RECOMMENDATION:

It is recommended that City Council approve a resolution rejecting all bids received for the On-Call Job Order Contract for Sidewalk Improvements, and authorizing the issuance of invitation to re-bid, with bids to be opened on October 8, 2019.

EXECUTIVE SUMMARY:

Staff is recommending rejection of all bids received for the On-Call Job Order Contract for Sidewalk Improvements and re-bidding of the project. The basis of rejection is that the three lowest, responsive, responsible Bidder's (Don Chapin Co, Granite Rock Co, and Teichert & Son Inc) bids contained unit prices that were significantly higher than the original engineer's estimate.

BACKGROUND:

On July 2, 2019, City Council approved a resolution to: approve the On-Call Job Order Contract for Sidewalk Improvements Specifications; authorize the Public Works Director, in consultation with City Attorney, to execute amendments to contracts; authorize the Public Works Director, in consultation with the City Attorney, to execute individual Job Order Contracts; and to authorize issuance of invitation to public bid.

This project is a continuation of the City’s effort to repair and/or rehabilitate miscellaneous street-related work in areas that are deteriorated, damaged, or in need of repair, and/or make facility upgrades to meet current state or federal requirements.

The On-Call JOC is intended to be a two-year on-call contract for up to three contractors, with the opportunity to renew for another two years. Contractors perform work by issuing work orders under the same contract. This on-call contract calls for repair of sidewalks, driveways, construction of new ADA-compliant pedestrian access ramps; minor landscaping, repair or improvements to street sign and removal and replacement of trees throughout the City of Salinas. The Priority of work will be determined by multiple factors such as Federal and state ADA mandates for accessibility, City’s backlog of sidewalk repairs, City’s ADA transition plan priorities, and sidewalk repair list.

From the collective data, the Public Works Director, will authorize the distribution of projects, and will issue individual Job Orders to contractors to perform repairs.

Bids were opened on August 13, 2019, with the following results (see attached Bid Tabulation Sheet for details):

Contractor	Total Base Bid
Hemi’s Landscaping and Concrete Inc.	\$4,125.50
Don Chapin Co.	\$450,760.00
Granite Rock Co.	\$606,908.00
Teichert & Son Inc.	\$688,708.00
Norcal Contractor	\$2,662,829.65
Engineer’s Estimate	\$430,679.00

The three (3) lowest responsive, responsible bidders were The Don Chapin Co., Granite Rock Co., and Teichert & Son Inc with Hemi’s Landscaping and Concrete Inc’s bid determined to be invalid.

As stated in the “Proposal” section of the Specifications on page 18, *“The City reserves the right to award up to three (3) contracts to a pool of the lowest responsive, responsible bidders but reserves the right to reject any and all Proposals and waive any irregularities to any Proposals received.”*

Staff is recommending the rejection of all bids received for the On-Call Job Order Contract for Sidewalk Improvements, and the re-bidding of the project. The basis for rejection is that the three lowest bids included unit prices for bid items that were significantly higher than the original engineer’s estimate, which would impact the cost of all the individual sidewalk project assigned under this On-Call Contract. Specifically, unit prices for Traffic Control were 5 times more than what the City has paid in recent years. The engineer’s estimate was \$400/day to \$800/day whereas the unit prices from bids ranged from \$3,000/day to \$7,500/day. Traffic Control unit prices will have a significant impact on any project assigned under this contract.

CEQA CONSIDERATION:

The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301(c), Class I) because the majority of the work will be maintenance of sidewalks, curb and gutters.

Furthermore, the project does not qualify for any of the exceptions to the categorical exemptions found at CEQA Guidelines Section 15300.2 as all exceptions do not relate to the project scope of work.

STRATEGIC PLAN INITIATIVE:

This project addresses the current City Council’s Goals of “Safe Livable Community”, “Excellent Infrastructure”, and “Enhance Quality of Life”. This On-Call Job Order Contract allows backlog of sidewalk and pedestrian ramp repairs to be completed in a timely manner to maintain and create a safer community for pedestrian travel and enhance the streetscape aesthetics throughout the city, thereby promoting safer pedestrian opportunities along city streets and within residential neighborhoods.

DEPARTMENTAL COORDINATION:

Coordination between Public Works and Maintenance Department for update of sidewalk log and sidewalk request list. Coordination between City Arborist and Project Manager to identify trees to be removed/replaced and selection of tree species.

FISCAL AND SUSTAINABILITY IMPACT:

As of August 16, 2019, the current budget for CIP 9720—Sidewalk and Drainage Repairs and CIP 9216 – ADA Pedestrian Ramp Installation is as follows:

CIP #	Funding Source	Appropriations	Expenditures	Encumbrances	Available Budget
9720	2401 - Gas Tax - 2107	100,000.00	100,000.00	-	-
9720	2404 - Gas Tax - Motor Vehicle Fuel Tax	200,000.00	200,000.00	-	-
9720	5202 - Measure X	990,380.42	20,305.24	53,573.40	916,501.78
9216	5202 - Measure X	37,000.00	-	-	37,000.00
9216	2404 - Gas Tax - Motor Vehicle Fuel Tax	50,000.00	-	-	50,000.00
9216	2510 - Measure X	109,968.10	112.36	-	109,855.74
	TOTAL	1,487,348.52	320,417.60	53,573.40	1,113,357.52

Based on the current budget, sufficient funds will be available to begin issuing work orders to make the needed sidewalk and pedestrian ramp repairs.

ATTACHMENTS:

- Resolution
- Bid Tabulations

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

A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE ON-CALL JOB ORDER CONTRACT FOR SIDEWALK IMPROVEMENTS AND AUTHORIZATION TO RE-BID

WHEREAS, on July 2, 2019 the City Council of Salinas, pursuant to Resolution No. 21663 (N.C.S.), approved specifications for the On-Call Job Order Contract for Sidewalk Improvements; and

WHEREAS, representatives of the City Clerk of Salinas on August 13, 2019, at a public meeting held in the City Council Conference Room at Salinas City Hall, at Salinas, California, publicly opened, examined and declared all bids or proposals delivered to or filed with said City Clerk for the On-Call Job Order Contract for Sidewalk Improvements, in accordance with the plans and specifications for such work filed in the office of said City Clerk on July 2, 2019, and now on file in said office; and

WHEREAS, City staff thereupon reported the results of the bidding to the City Council at its regular meeting on August 27, 2019, and the City Council in open session at said meeting examined the report of staff; and

WHEREAS, all bids received contained unit prices that were significantly higher than the original engineer's estimate. Specifically, unit prices for Traffic Control were 5 times more than what the City has paid in recent years. These could impact the costs of projects assigned under this contract; and

WHEREAS, staff recommends rejecting all bids received for the On-Call Job Order Contract for Sidewalk Improvements for the reasons mentioned above, and requests authorization from City Council for the issuance of invitation for a re-bidding of this project.

NOW, THEREFORE, BE IT RESOLVED that the bids or proposals from all bidders are hereby rejected.

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to re-advertise the project for bidding; and

BE IT FURTHER RESOLVED that the certain document entitled On-Call Job Order Contract for Sidewalk Improvements, filed in the office of the City Clerk of Salinas on July 2nd, 2019, is hereby accepted as the specifications for said work, and said specifications are hereby adopted; and

BE IT FURTHER RESOLVED that bids for said work shall be received at the office of the City Clerk at City Hall, 200 Lincoln Avenue, Salinas, California, until two o'clock p.m. on the 8th day of October 2019, and that a public meeting shall be held in the City of Salinas Rotunda, Salinas, California, on the 8th day of October, 2019, at the hour of two o'clock p.m. of said day at which time and place all of said bids for proposals shall be publicly opened, examined, and

declared by said City Clerk, or his/her designee, who shall thereupon report the results of the bidding to the Council of Salinas at a regular meeting of said Council after the opening of the bids; and

BE IT FURTHER RESOLVED that the City Engineer is authorized to extend, revise, or set the bid opening date through an addendum as necessary to meet the required bidding schedule; and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to publish notice to bidders inviting sealed proposals for said work for one time in the Monterey Herald, a newspaper of general circulation, printed and published in Monterey County, California, which notice shall set forth the time and place, when and where bids shall be received, opened and read, and shall further refer to the aforesaid specifications on file in the office of said City Clerk for the contents thereof. It is not required that any other matters be set forth in said published notice to bidders. Said publication shall be completed at least 10 days before the 8th day of October 2019. No other notice shall be required.

PASSED AND APPROVED this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**BID TABULATION
FOR
ON-CALL JOB ORDER CONTRACT FOR SIDEWALK IMPROVEMENTS**

Bid awarded on / /
by City Council to , , and
for the sum of \$, & /
All bids were rejected and bid bonds returned.
Date / /

Project Coordinator: Jonathan Esteban
Project Manager: Jonathan Esteban

Jonathan Esteban
Jonathan Esteban

City Clerk

CONTRACTORS																
CONTRACTOR #1																
CONTRACTOR #2																
CONTRACTOR #3																
CONTRACTOR #4																
CONTRACTOR #5																
ENGINEER'S ESTIMATE																
ITEM NO.	QTY INC	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID																
1	1 - 15	TREE PLANTING	1	EA	\$ 376.00	\$ 376.00	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,020.00	\$ 1,020.00	\$ 1,100.00	\$ 1,100.00	\$ 1,021.17	\$ 1,021.17
2	16 - 35	TREE PLANTING	16	EA	\$ 358.00	\$ 5,728.00	\$ -	\$ -	\$ 1,000.00	\$ 16,000.00	\$ 840.00	\$ 13,440.00	\$ 910.00	\$ 14,560.00	\$ 990.78	\$ 15,852.48
3	36 - 50	TREE PLANTING	36	EA	\$ 341.00	\$ 12,276.00	\$ -	\$ -	\$ 900.00	\$ 32,400.00	\$ 720.00	\$ 25,920.00	\$ 875.00	\$ 31,500.00	\$ 960.39	\$ 34,574.04
4	51+	TREE PLANTING	51	EA	\$ 324.00	\$ 16,524.00	\$ -	\$ -	\$ 700.00	\$ 35,700.00	\$ 720.00	\$ 36,720.00	\$ 860.00	\$ 43,860.00	\$ 899.61	\$ 45,880.11
5	N/A	TREE ROOT BARRIER	1	EA	\$ 22.00	\$ 22.00	\$ -	\$ -	\$ 40.00	\$ 40.00	\$ 240.00	\$ 240.00	\$ 660.00	\$ 660.00	\$ 40.12	\$ 40.12
6	N/A	TREE REMOVAL AND DISPOSAL (12" DIAMETER BASE BID)	1	EA	\$ 1,574.00	\$ 1,574.00	\$ -	\$ -	\$ 2,900.00	\$ 2,900.00	\$ 2,100.00	\$ 2,100.00	\$ 3,700.00	\$ 3,700.00	\$ 3,124.31	\$ 3,124.31
7	N/A	TREE REMOVAL AND DISPOSAL (12" DIAMETER INCREMENT)	1	EA	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 1,260.00	\$ 1,260.00	\$ 6,700.00	\$ 6,700.00	\$ 6,078.42	\$ 6,078.42
8	1 - 20	EARTHWORK ON SITE	1	CY	\$ 45.15	\$ 45.15	\$ -	\$ -	\$ 350.00	\$ 350.00	\$ 613.00	\$ 613.00	\$ 600.00	\$ 600.00	\$ 6,826.98	\$ 6,826.98
9	21 - 50	EARTHWORK ON SITE	21	CY	\$ 42.89	\$ 900.69	\$ -	\$ -	\$ 250.00	\$ 5,250.00	\$ 180.00	\$ 3,780.00	\$ 350.00	\$ 7,350.00	\$ 783.09	\$ 16,444.89
10	51 - 100	EARTHWORK ON SITE	51	CY	\$ 40.75	\$ 2,078.25	\$ -	\$ -	\$ 75.00	\$ 3,825.00	\$ 136.00	\$ 6,936.00	\$ 330.00	\$ 16,830.00	\$ 647.60	\$ 33,027.60
11	101+	EARTHWORK ON SITE	101	CY	\$ 38.71	\$ 3,909.71	\$ -	\$ -	\$ 35.00	\$ 3,535.00	\$ 115.00	\$ 11,615.00	\$ 250.00	\$ 25,250.00	\$ 337.20	\$ 34,057.20
12	1 - 20	IMPORT BACKFILL (FURNISH, PLACE, AND COMPACT)	1	CY	\$ 28.00	\$ 28.00	\$ -	\$ -	\$ 350.00	\$ 350.00	\$ 269.00	\$ 269.00	\$ 630.00	\$ 630.00	\$ 6,892.62	\$ 6,892.62
13	21 - 50	IMPORT BACKFILL (FURNISH, PLACE, AND COMPACT)	21	CY	\$ 26.00	\$ 546.00	\$ -	\$ -	\$ 100.00	\$ 2,100.00	\$ 155.00	\$ 3,255.00	\$ 370.00	\$ 7,770.00	\$ 649.53	\$ 13,640.13
14	51 - 100	IMPORT BACKFILL (FURNISH, PLACE, AND COMPACT)	51	CY	\$ 24.00	\$ 1,224.00	\$ -	\$ -	\$ 75.00	\$ 3,825.00	\$ 153.00	\$ 7,803.00	\$ 330.00	\$ 16,830.00	\$ 366.95	\$ 18,714.45
15	101+	IMPORT BACKFILL (FURNISH, PLACE, AND COMPACT)	101	CY	\$ 23.00	\$ 2,323.00	\$ -	\$ -	\$ 50.00	\$ 5,050.00	\$ 153.00	\$ 15,453.00	\$ 240.00	\$ 24,240.00	\$ 208.79	\$ 21,087.79
16	1 - 20	TYPE B CURB - DEMOLITION AND DISPOSAL	1	LF	\$ 47.00	\$ 47.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 155.00	\$ 155.00	\$ 360.00	\$ 360.00	\$ 4,294.77	\$ 4,294.77
17	21 - 100	TYPE B CURB - DEMOLITION AND DISPOSAL	21	LF	\$ 45.00	\$ 945.00	\$ -	\$ -	\$ 50.00	\$ 1,050.00	\$ 78.00	\$ 1,638.00	\$ 100.00	\$ 2,100.00	\$ 322.32	\$ 6,768.72
18	101+	TYPE B CURB - DEMOLITION AND DISPOSAL	101	LF	\$ 43.00	\$ 4,343.00	\$ -	\$ -	\$ 40.00	\$ 4,040.00	\$ 67.00	\$ 6,767.00	\$ 75.00	\$ 7,575.00	\$ 68.25	\$ 6,893.25
19	1 - 20	TYPE B CURB - FORM, PLACE, AND FINISH	1	LF	\$ 44.00	\$ 44.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 411.00	\$ 411.00	\$ 300.00	\$ 300.00	\$ 9,429.77	\$ 9,429.77
20	21 - 100	TYPE B CURB - FORM, PLACE, AND FINISH	21	LF	\$ 42.00	\$ 882.00	\$ -	\$ -	\$ 80.00	\$ 1,680.00	\$ 98.00	\$ 2,058.00	\$ 190.00	\$ 3,990.00	\$ 808.62	\$ 16,981.15
21	101+	TYPE B CURB - FORM, PLACE, AND FINISH	101	LF	\$ 40.00	\$ 4,040.00	\$ -	\$ -	\$ 65.00	\$ 6,565.00	\$ 86.00	\$ 8,686.00	\$ 150.00	\$ 15,150.00	\$ 172.15	\$ 17,387.15
22	1 - 20	CONCRETE CURB AND GUTTER (CG) - DEMOLITION AND DISPOSAL	1	LF	\$ 35.00	\$ 35.00	\$ -	\$ -	\$ 110.00	\$ 110.00	\$ 154.00	\$ 154.00	\$ 360.00	\$ 360.00	\$ 3,780.02	\$ 3,780.02
23	21 - 100	CONCRETE CURB AND GUTTER (CG) - DEMOLITION AND DISPOSAL	21	LF	\$ 34.00	\$ 714.00	\$ -	\$ -	\$ 75.00	\$ 1,575.00	\$ 93.75	\$ 1,968.75	\$ 100.00	\$ 2,100.00	\$ 319.27	\$ 6,704.67
24	101 - 500	CONCRETE CURB AND GUTTER (CG) - DEMOLITION AND DISPOSAL	101	LF	\$ 32.00	\$ 3,232.00	\$ -	\$ -	\$ 50.00	\$ 5,050.00	\$ 63.00	\$ 6,363.00	\$ 48.00	\$ 4,848.00	\$ 211.23	\$ 21,334.23
25	501+	CONCRETE CURB AND GUTTER (CG) - DEMOLITION AND DISPOSAL	501	LF	\$ 22.00	\$ 11,022.00	\$ -	\$ -	\$ 30.00	\$ 15,030.00	\$ 27.00	\$ 13,527.00	\$ 35.00	\$ 17,535.00	\$ 42.11	\$ 21,097.11
26	1 - 20	CONCRETE CURB AND GUTTER (CG) - FORM, PLACE, AND FINISH	1	LF	\$ 105.00	\$ 105.00	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 457.00	\$ 457.00	\$ 325.00	\$ 325.00	\$ 10,616.56	\$ 10,616.56
27	21 - 100	CONCRETE CURB AND GUTTER (CG) - FORM, PLACE, AND FINISH	21	LF	\$ 100.00	\$ 2,100.00	\$ -	\$ -	\$ 110.00	\$ 2,310.00	\$ 177.00	\$ 3,717.00	\$ 200.00	\$ 4,200.00	\$ 784.39	\$ 16,472.19
28	101 - 500	CONCRETE CURB AND GUTTER (CG) - FORM, PLACE, AND FINISH	101	LF	\$ 96.00	\$ 9,696.00	\$ -	\$ -	\$ 75.00	\$ 7,575.00	\$ 141.50	\$ 14,291.50	\$ 125.00	\$ 12,625.00	\$ 670.10	\$ 67,680.10
29	501+	CONCRETE CURB AND GUTTER (CG) - FORM, PLACE, AND FINISH	501	LF	\$ 91.00	\$ 45,591.00	\$ -	\$ -	\$ 65.00	\$ 32,565.00	\$ 110.75	\$ 55,485.75	\$ 105.00	\$ 52,605.00	\$ 133.32	\$ 66,793.32
30	1 - 100	CONCRETE SIDEWALK (SW) - DEMOLITION AND DISPOSAL	1	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ 25.00	\$ 25.00	\$ 155.00	\$ 155.00	\$ 80.00	\$ 80.00	\$ 4,385.93	\$ 4,385.93
31	101 - 1000	CONCRETE SIDEWALK (SW) - DEMOLITION AND DISPOSAL	101	SF	\$ 14.00	\$ 1,414.00	\$ -	\$ -	\$ 20.00	\$ 2,020.00	\$ 12.00	\$ 1,212.00	\$ 24.00	\$ 2,424.00	\$ 143.24	\$ 14,467.24
32	1001+	CONCRETE SIDEWALK (SW) - DEMOLITION AND DISPOSAL	1001	SF	\$ 13.00	\$ 13,013.00	\$ -	\$ -	\$ 10.00	\$ 10,010.00	\$ 8.00	\$ 8,008.00	\$ 15.00	\$ 15,015.00	\$ 13.63	\$ 13,643.63
33	1 - 100	CONCRETE SIDEWALK (SW) - FORM, PLACE, AND FINISH	1	SF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ 35.00	\$ 35.00	\$ 562.00	\$ 562.00	\$ 135.00	\$ 135.00	\$ 7,584.35	\$ 7,584.35
34	101 - 1000	CONCRETE SIDEWALK (SW) - FORM, PLACE, AND FINISH	101	SF	\$ 19.00	\$ 1,919.00	\$ -	\$ -	\$ 25.00	\$ 2,525.00	\$ 39.00	\$ 3,939.00	\$ 30.00	\$ 3,030.00	\$ 170.55	\$ 17,225.55
35	1001+	CONCRETE SIDEWALK (SW) - FORM, PLACE, AND FINISH	1001	SF	\$ 18.00	\$ 18,018.00	\$ -	\$ -	\$ 20.00	\$ 20,020.00	\$ 22.75	\$ 22,772.75	\$ 20.00	\$ 20,020.00	\$ 17.21	\$ 17,227.21
36	1 - 300	CONCRETE ADA CURB RAMPS (CR) - DEMOLITION AND DISPOSAL	1	SF	\$ 18.00	\$ 18.00	\$ -	\$ -	\$ 30.00	\$ 30.00	\$ 665.00	\$ 665.00	\$ 40.00	\$ 40.00	\$ 3,119.82	\$ 3,119.82
37	301 - 1000	CONCRETE ADA CURB RAMPS (CR) - DEMOLITION AND DISPOSAL	301	SF	\$ 16.00	\$ 4,816.00	\$ -	\$ -	\$ 25.00	\$ 7,525.00	\$ 14.00	\$ 4,214.00	\$ 20.00	\$ 6,020.00	\$ 89.46	\$ 26,927.46
38	1001+	CONCRETE ADA CURB RAMPS (CR) - DEMOLITION AND DISPOSAL	1001	SF	\$ 14.00	\$ 14,014.00	\$ -	\$ -	\$ 10.00	\$ 10,010.00	\$ 9.00	\$ 9,009.00	\$ 17.00	\$ 17,017.00	\$ 26.92	\$ 26,946.92
39	1 - 300	CONCRETE ADA CURB RAMPS (CR) - FORM, PLACE, AND FINISH	1	SF	\$ 40.00	\$ 40.00	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 783.00	\$ 783.00	\$ 28.00	\$ 28.00	\$ 14,579.70	\$ 14,579.70
40	301 - 1000	CONCRETE ADA CURB RAMPS (CR) - FORM, PLACE, AND FINISH	301	SF	\$ 38.00	\$ 11,438.00	\$ -	\$ -	\$ 25.00	\$ 7,525.00	\$ 45.50	\$ 13,695.50	\$ 25.00	\$ 7,525.00	\$ 106.85	\$ 32,161.85
41	1001+	CONCRETE ADA CURB RAMPS (CR) - FORM, PLACE, AND FINISH	1001	SF	\$ 35.00	\$ 35,035.00	\$ -	\$ -	\$ 10.00	\$ 10,010.00	\$ 45.50	\$ 45,545.50	\$ 23.00	\$ 23,023.00	\$ 31.06	\$ 31,091.06
42	1 - 100	CONCRETE ADA CURB RAMPS (CR) - INSTALL TRUNCATED DOMES (FEDERAL YELLOW)	1	SF	\$ 60.00	\$ 60.00	\$ -	\$ -	\$ 125.00	\$ 125.00	\$ 51.00	\$ 51.00	\$ 73.00	\$ 73.00	\$ 64,051.34	\$ 64,051.34
43	101 - 500	CONCRETE ADA CURB RAMPS (CR) - INSTALL TRUNCATED DOMES (FEDERAL YELLOW)	101	SF	\$ 55.00	\$ 5,555.00	\$ -	\$ -	\$ 65.00	\$ 6,565.00	\$ 55.00	\$ 5,555.00	\$ 72.00	\$ 7,272.00	\$ 3,170.86	\$ 320,256.86
44	501 - 1000	CONCRETE ADA CURB RAMPS (CR) - INSTALL TRUNCATED DOMES (FEDERAL YELLOW)	501	SF	\$ 50.00	\$ 25,050.00	\$ -	\$ -	\$ 20.00	\$ 10,020.00	\$ 50.00	\$ 25,050.00	\$ 71.00	\$ 35,571.00	\$ 1,278.47	\$ 640,513.47
45	1001+	CONCRETE ADA CURB RAMPS (CR) - INSTALL TRUNCATED DOMES (FEDERAL YELLOW)	1001	SF	\$ 45.00	\$ 45,045.00	\$ -	\$ -	\$ 15.00	\$ 15,015.00	\$ 48.50	\$ 48,548.50	\$ 71.00	\$ 71,071.00	\$ 640.47	\$ 641,110.47
46	1 - 40	CONCRETE CROSS GUTTER (XG) - DEMOLITION AND DISPOSAL	1	SF	\$ 35.00	\$ 35.00	\$ -	\$ -	\$ 65.00	\$ 65.00	\$ 694.00	\$ 694.00	\$ 200.00	\$ 200.00	\$ 3,503.35	\$ 3,503.35
47	41 - 100	CONCRETE CROSS GUTTER (XG) - DEMOLITION AND DISPOSAL	41	SF	\$ 32.00	\$ 1,312.00	\$ -	\$ -	\$ 60.00	\$ 2,460.00	\$ 34.50	\$ 1,414.50	\$ 75.00	\$ 3,075.00	\$ 88.41	\$ 3,624.81
48	101+	CONCRETE CROSS GUTTER (XG) - DEMOLITION AND DISPOSAL	101	SF	\$ 30.00	\$ 3,030.00	\$ -	\$ -	\$ 50.00	\$ 5,050.00	\$ 25.00	\$ 2,525.00	\$ 43.00	\$ 4,343.00	\$ 35.89	\$ 3,624.89
49	1 - 40	CONCRETE CROSS GUTTER (XG) - FORM, PLACE, AND FINISH	1	SF	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 1,607.00	\$ 1,607.00	\$ 220.00	\$ 220.00	\$ 8,140.26	\$ 8,140.26
50	41 - 100	CONCRETE CROSS GUTTER (XG) - FORM, PLACE, AND FINISH	41	SF	\$ 40.00	\$ 1,640.00	\$ -	\$ -	\$ 85.00	\$ 3,485.00	\$ 76.00	\$ 3,116.00	\$ 120.00	\$ 4,920.00	\$ 229.81	\$ 9,422.21
51	101+	CONCRETE CROSS GUTTER (XG) - FORM, PLACE, AND FINISH	101	SF	\$ 30.00	\$ 3,030.00	\$ -	\$ -	\$ 80.00	\$ 8,080.00	\$ 69.50	\$ 7,019.50	\$ 90.00	\$ 9,090.00	\$ 95.80	\$ 9,675.80
52	N/A	TINTED CONCRETE - ADD INTEGRAL COLOR	1	LB	\$ 15.75	\$ 15.75	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 5.00	\$ 5.00	\$ 10.00	\$ 10.00	\$ 5.29	\$ 5.29

**BID TABULATION
FOR
ON-CALL JOB ORDER CONTRACT FOR SIDEWALK IMPROVEMENTS**

Bid awarded on / /
by City Council to , , and
for the sum of \$, & /
All bids were rejected and bid bonds returned.
Date of this / /

Project Coordinator: Jonathan Esteban
Project Manager: Jonathan Esteban

Jonathan Esteban
Jonathan Esteban

City Clerk

CONTRACTORS																
ITEM NO.	QTY INC	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	ENGINEER'S ESTIMATE		CONTRACTOR #1		CONTRACTOR #2		CONTRACTOR #3		CONTRACTOR #4		CONTRACTOR #5	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
53	N/A	DECOMPOSED GRANITE SIDEWALK (DGSW) - FURNISH, PLACE, AND FINISH CALIFORNIA GOLD DECOMPOSED GRANITE SIDEWALK WITH PRE-EMERGENT WEED CONTROL APPLICATION AND SOIL SEDIMENT STABILIZER, 6" THICK	1	SF	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ 45.00	\$ 45.00	\$ 16.50	\$ 16.50	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
54	1 - 100	DECOMPOSED GRANITE SIDEWALK (DGSW) - FURNISH AND INSTALL 2"x6" HEADER BOARD WITH 2"x4"x2' STAKES AT 5' O.C.	1	LF	\$ 15.75	\$ 15.75	\$ -	\$ -	\$ 40.00	\$ 40.00	\$ 25.00	\$ 25.00	\$ 60.00	\$ 60.00	\$ 42.00	\$ 42.00
55	101+	DECOMPOSED GRANITE SIDEWALK (DGSW) - FURNISH AND INSTALL 2"x6" HEADER BOARD WITH 2"x4"x2' STAKES AT 5' O.C.	101	LF	\$ 10.00	\$ 1,010.00	\$ -	\$ -	\$ 35.00	\$ 3,535.00	\$ 24.00	\$ 2,424.00	\$ 40.00	\$ 4,040.00	\$ 32.00	\$ 3,232.00
56	N/A	REMOVAL AND DISPOSAL OF SIGN AND SIGN POST	1	EA	\$ 52.50	\$ 52.50	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ 125.00	\$ 125.00	\$ 375.00	\$ 375.00	\$ 510.59	\$ 510.59
57	N/A	SALVAGE AND REINSTALL SIGN AND SIGN POST	1	EA	\$ 140.00	\$ 140.00	\$ -	\$ -	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 1,074.06	\$ 1,074.06
58	N/A	FURNISH AND INSTALL NEW POST AND NEW SIGN	1	EA	\$ 180.00	\$ 180.00	\$ -	\$ -	\$ 150.00	\$ 150.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 733.66	\$ 733.66
59	N/A	TRAFFIC CONTROL - TWO LANE ROADWAY	1	DAY	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 3,565.00	\$ 3,565.00	\$ 5,500.00	\$ 5,500.00	\$ 1,317.50	\$ 1,317.50
60	N/A	TRAFFIC CONTROL - FOUR LANE ROADWAY	1	DAY	\$ 800.00	\$ 800.00	\$ -	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 3,705.00	\$ 3,705.00	\$ 7,500.00	\$ 7,500.00	\$ 1,298.35	\$ 1,298.35
61	N/A	EROSION AND SEDIMENT CONTROL - WATTLES	1	LF	\$ 2.00	\$ 2.00	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 95.50	\$ 95.50	\$ 40.00	\$ 40.00	\$ 203.26	\$ 203.26
62	N/A	EROSION AND SEDIMENT CONTROL - STORM INLET PROTECTION	1	EA	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 256.00	\$ 256.00	\$ 450.00	\$ 450.00	\$ 302.40	\$ 302.40
63	N/A	CURB PAINT - REMOVE PAINT ON TOP AND FACE OF CURB	1	LF	\$ 21.00	\$ 21.00	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 375.50	\$ 375.50	\$ 100.00	\$ 100.00	\$ 7.94	\$ 7.94
64	N/A	CURB PAINT - PAINT TOP AND FACE OF CURB	1	LF	\$ 10.00	\$ 10.00	\$ -	\$ -	\$ 50.00	\$ 50.00	\$ 113.00	\$ 113.00	\$ 60.00	\$ 60.00	\$ 6.08	\$ 6.08
65	N/A	FENCE AND GATES - REMOVAL AND DISPOSAL OF FENCE AND GATES	1	LF	\$ 21.00	\$ 21.00	\$ -	\$ -	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 150.00	\$ 150.00	\$ 91.17	\$ 91.17
66	N/A	FENCE AND GATES - FURNISH AND INSTALL CHAIN-LINK FENCE (6' HIGH AND LESS)	1	LF	\$ 48.00	\$ 48.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 170.00	\$ 170.00	\$ 224.89	\$ 224.89
67	N/A	FENCE AND GATES - FURNISH AND INSTALL GATE	1	SF	\$ 26.25	\$ 26.25	\$ -	\$ -	\$ 30.00	\$ 30.00	\$ 50.00	\$ 50.00	\$ 130.00	\$ 130.00	\$ 66.86	\$ 66.86
68	1 - 100	CONCRETE SIDEWALK GRINDING	1	LF	\$ 25.00	\$ 25.00	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 324.00	\$ 324.00	\$ 36.00	\$ 36.00	\$ 2,726.53	\$ 2,726.53
69	101 - 500	CONCRETE SIDEWALK GRINDING	101	LF	\$ 24.00	\$ 2,424.00	\$ -	\$ -	\$ 50.00	\$ 5,050.00	\$ 41.00	\$ 4,141.00	\$ 10.00	\$ 1,010.00	\$ 155.61	\$ 1,571.61
70	501 - 1000	CONCRETE SIDEWALK GRINDING	501	LF	\$ 23.00	\$ 11,523.00	\$ -	\$ -	\$ 30.00	\$ 15,030.00	\$ 41.00	\$ 20,541.00	\$ 7.00	\$ 3,507.00	\$ 62.74	\$ 31,432.74
71	1001+	CONCRETE SIDEWALK GRINDING	1001	LF	\$ 20.00	\$ 20,020.00	\$ -	\$ -	\$ 25.00	\$ 25,025.00	\$ 41.00	\$ 41,041.00	\$ 6.00	\$ 6,006.00	\$ 31.40	\$ 31,431.40
72	1 - 100	CONCRETE RESIDENTIAL DRIVEWAY APPROACH (RDWYA) - DEMOLITION AND DISPOSAL	1	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ 30.00	\$ 30.00	\$ 155.00	\$ 155.00	\$ 82.00	\$ 82.00	\$ 3,373.68	\$ 3,373.68
73	101 - 1000	CONCRETE RESIDENTIAL DRIVEWAY APPROACH (RDWYA) - DEMOLITION AND DISPOSAL	101	SF	\$ 13.00	\$ 1,313.00	\$ -	\$ -	\$ 25.00	\$ 2,525.00	\$ 12.00	\$ 1,212.00	\$ 25.00	\$ 2,525.00	\$ 53.79	\$ 5,432.79
74	1001+	CONCRETE RESIDENTIAL DRIVEWAY APPROACH (RDWYA) - DEMOLITION AND DISPOSAL	1001	SF	\$ 12.00	\$ 12,012.00	\$ -	\$ -	\$ 15.00	\$ 15,015.00	\$ 8.00	\$ 8,008.00	\$ 20.00	\$ 20,020.00	\$ 4.89	\$ 4,894.89
75	1 - 100	CONCRETE RESIDENTIAL DRIVEWAY APPROACH (RDWYA) - FORM, PLACE, AND FINISH	1	SF	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 30.00	\$ 30.00	\$ 621.00	\$ 621.00	\$ 75.00	\$ 75.00	\$ 5,809.60	\$ 5,809.60
76	101 - 1000	CONCRETE RESIDENTIAL DRIVEWAY APPROACH (RDWYA) - FORM, PLACE, AND FINISH	101	SF	\$ 37.00	\$ 3,737.00	\$ -	\$ -	\$ 20.00	\$ 2,020.00	\$ 33.50	\$ 3,383.50	\$ 30.00	\$ 3,030.00	\$ 199.72	\$ 20,171.72
77	1001+	CONCRETE RESIDENTIAL DRIVEWAY APPROACH (RDWYA) - FORM, PLACE, AND FINISH	1001	SF	\$ 20.00	\$ 20,020.00	\$ -	\$ -	\$ 15.00	\$ 15,015.00	\$ 23.00	\$ 23,023.00	\$ 23.00	\$ 23,023.00	\$ 20.15	\$ 20,170.15
78	1 - 100	CONCRETE COMMERCIAL DRIVEWAY APPROACH (CDWYA) - DEMOLITION AND DISPOSAL	1	SF	\$ 15.00	\$ 15.00	\$ -	\$ -	\$ 30.00	\$ 30.00	\$ 160.00	\$ 160.00	\$ 82.00	\$ 82.00	\$ 3,679.12	\$ 3,679.12
79	101 - 1000	CONCRETE COMMERCIAL DRIVEWAY APPROACH (CDWYA) - DEMOLITION AND DISPOSAL	101	SF	\$ 13.00	\$ 1,313.00	\$ -	\$ -	\$ 25.00	\$ 2,525.00	\$ 19.50	\$ 1,969.50	\$ 25.00	\$ 2,525.00	\$ 71.52	\$ 7,223.52
80	1001+	CONCRETE COMMERCIAL DRIVEWAY APPROACH (CDWYA) - DEMOLITION AND DISPOSAL	1001	SF	\$ 12.00	\$ 12,012.00	\$ -	\$ -	\$ 15.00	\$ 15,015.00	\$ 8.50	\$ 8,508.50	\$ 20.00	\$ 20,020.00	\$ 5.08	\$ 5,085.08
81	1 - 100	CONCRETE COMMERCIAL DRIVEWAY APPROACH (CDWYA) - FORM, PLACE, AND FINISH	1	SF	\$ 35.00	\$ 35.00	\$ -	\$ -	\$ 40.00	\$ 40.00	\$ 765.00	\$ 765.00	\$ 80.00	\$ 80.00	\$ 5,915.82	\$ 5,915.82
82	101 - 1000	CONCRETE COMMERCIAL DRIVEWAY APPROACH (CDWYA) - FORM, PLACE, AND FINISH	101	SF	\$ 30.00	\$ 3,030.00	\$ -	\$ -	\$ 30.00	\$ 3,030.00	\$ 35.75	\$ 3,610.75	\$ 35.00	\$ 3,535.00	\$ 222.22	\$ 22,444.22
83	1001+	CONCRETE COMMERCIAL DRIVEWAY APPROACH (CDWYA) - FORM, PLACE, AND FINISH	1001	SF	\$ 25.00	\$ 25,025.00	\$ -	\$ -	\$ 20.00	\$ 20,020.00	\$ 25.00	\$ 25,025.00	\$ 27.00	\$ 27,027.00	\$ 21.36	\$ 21,381.36
TOTAL BASE BID (ITEM 1 - 83) (FOR COMPARISON ONLY)						\$ 430,679.00		\$ 0.00		\$ 450,760.00		\$ 606,908.00		\$ 688,708.00		\$ 2,662,829.65
ITEMS TO BE SUBMITTED WITH PROPOSAL ON BID OPENING DATE																
1	PROPOSAL															
2	BID BOND															
3	BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY, AND EXPERIENCE															
4	INSURANCE CERTIFICATION															
5	BIDDER'S STATEMENT OF SUBCONTRACTORS - PART I															
6	NON-COLLUSION DECLARATION OF CONTRACTOR															
7	ADDENDUM NO. 1															
8	ADDENDUM NO. 2															

**BID TABULATION
FOR
ON-CALL JOB ORDER CONTRACT FOR SIDEWALK IMPROVEMENTS**

Bid awarded on / /
by City Council to ~~X, X, and X~~
for the sum of ~~\$X, X, and X~~
All ~~of~~ bids were ~~rejected~~ and bid bonds returned.
Date of this / /

Project Coordinator: Jonathan Esteban
Project Manager: Jonathan Esteban

Jonathan Esteban
Jonathan Esteban

City Clerk

**ENGINEER'S
ESTIMATE**

CONTRACTORS

ITEM NO.	QTY INC	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	ENGINEER'S ESTIMATE		CONTRACTOR #1		CONTRACTOR #2		CONTRACTOR #3		CONTRACTOR #4		CONTRACTOR #5	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
9		ADDENDUM NO. 3					x		x		x		x		x	
ITEMS TO BE SUBMITTED BY LOW BIDDER, SECOND LOWEST, AND THIRD LOWEST BIDDER ON/OR WITHIN 5 WORKING DAYS AFTER BID OPENING DATE																
10		BIDDER'S STATEMENT OF SUBCONTRACTORS - PART II														
11		NON-COLLUSION DECLARATION OF SUBCONTRACTOR														
12		STATEMENT OF GOOD FAITH EFFORT FOR LOCAL HIRE														
13		BIDDER'S LIST FOR THE CITY OF SALINAS PUBLIC WORKS DEPARTMENT														



City of Salinas

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

Legislation Text

File #: ID#19-468, **Version:** 1

Response to 2018-2019 Monterey County Civil Grand Jury Final Report - “Rape Kit Processing in Monterey County”

Authorize the Mayor to sign a letter responding to the findings and the recommendations in the 2018-2019 Monterey County Civil Grand Jury Final Report regarding “Rape Kit Processing in Monterey County.”



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019

DEPARTMENT: OFFICE OF THE CITY ATTORNEY AND POLICE DEPARTMENT

FROM: JOE GUNTER, MAYOR

BY: ADELE H. FRESÉ, CHIEF OF POLICE
JOHN C. MURRAY, COMMANDER

SUBJECT: RESPONSE TO 2018-2019 MONTEREY COUNTY CIVIL GRAND JURY FINAL REPORT

RECOMMENDED MOTION:

A motion to authorize the Mayor to sign the attached letter responding to the findings and the recommendations in the 2018-2019 Monterey County Civil Grand Jury Final Report regarding “Rape Kit Processing in Monterey County.”

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign the attached letter responding to the findings and the recommendations in the 2018-2019 Monterey County Civil Grand Jury Final Report regarding “Rape Kit Processing in Monterey County.”

EXECUTIVE SUMMARY:

On June 2019, the Grand Jury issued its Final Report titled “Rape Kit Processing in Monterey County.” The Report makes several recommendations and findings, to which the City is required to respond.

DISCUSSION:

Final Report: “Rape Kit Processing in Monterey County”

On June 2019, the Grand Jury issued its Final Report titled “Rape Kit Processing in Monterey County”. As a result of their investigation, the Grand Jury made nine Findings and six Recommendations. The Grand Jury has requested a response from the City Council on nine of the findings (F1 – F9) and five of the recommendations (R2 – R6).

The nine Findings to which the City was requested to provide a response are, as follows:

- F1. LEAs in Monterey County lacked awareness and provided unclear and inconsistent information as to whether there are any backlogged Rape Kits.
- F2. The lack of a centralized place to post information has resulted in a lack of consistency in the way that LEAs manage and track sexual assaults.
- F3. At the beginning of this investigation, not all the LEAs were prepared to report the Rape Kit status information to the CDOJ as required by PC 680.4.
- F4. There is advanced training available for sexual assault investigators, but LEAs are instead relying upon senior investigators to provide “on the job training to other investigators within their respective departments.”
- F5. Training for advanced skills in the forensics of sexual assault investigations is not prioritized in the budgeting process.
- F6. Some LEAs rely on cross-training less experienced patrol officers to supplement understaffed investigative teams rather than prioritizing the strategic increase of well-trained investigators.
- F7. All jurisdictions can expedite the investigations of rape crimes through access to the RADS processing to facilitate timely resolution of rape cases.
- F8. Most LEAs in Monterey County have implemented DNA testing protocols established by the CDOJ which have reduced the likelihood of unprocessed DNA evidence.
- F9. There is no centralized authority coordinating all LEAs in Monterey County regarding collection, processing and reporting of sexual assaults.

The five Recommendations to which the City was requested to provide a response are, as follows:

- R2. By January 15, 2020, the governing bodies of all Monterey County LEAs should assign a representative to participate in the DA-led centralized reporting initiative.
- R3. By July 1, 2019, every Monterey County LEA should report to the CDOJ the required data outlined in PC 680.4.
- R4. By July 1, 2019, and annually thereafter, every Monterey County LEA should report to their governing body and the public the required data outlined in PC 680.4.
- R5. By January 15, 2020, every Monterey County LEA should develop a funding source, such as grants, for additional expertise training and recertification within the Sexual Assault and Forensic Division.

R6. By fiscal year 2020-2021, every Monterey County LEA should add or dedicate certified staff for Sexual Assault Investigations and include that increased cost in their budgets.

Responses to each of these Findings and each of these Recommendations are provided in the attached, proposed letter.

Required Responses to the Findings and the Recommendations

California Penal Code section 933(c) requires the City Council to respond to the Grand Jury's Final Reports within ninety days from submittal of the Final Reports. A draft letter responding to each of the findings and the recommendations identified by the Grand Jury as requiring a response is attached to this Staff Report.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

This item is not among those on the City Council's current Strategic Plan; however, a response is required by California law.

DEPARTMENTAL COORDINATION:

The Police Department did not coordinate with any other City departments with respect to preparation of the responses to the Grand Jury's Findings and Recommendations.

FISCAL AND SUSTAINABILITY IMPACT:

There is no impact on the City's General Fund with the City Council's consideration of this item.

ATTACHMENTS:

2018-2019 Civil Grand Jury Final Report
Draft Response Letter to the Presiding Judge



City of Salinas

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July 4, 2019

The Honorable Judge Lydia Villarreal
Superior Court Judge
County of Monterey
240 Church Street
Salinas, California 93901

Re: City of Salinas's Responses to 2018-2019 Monterey County Civil Grand Jury Final Report: "Rape Kit Processing in Monterey County"

Dear Judge Villarreal:

This letter is the City of Salinas's response to the Findings and Recommendations of the 2018-2019 Monterey County Civil Grand Jury Final Report: "Rape Kit Processing in Monterey County" ("Final Report"). I would first like to thank the members of the Civil Grand Jury for their time and effort taken to assist us in improving our ability to provide services to our community. In the Final Report, the Civil Grand Jury overall made a total of nine Findings and six Recommendations, with nine Findings and five Recommendations specific to the Monterey County Law Enforcement Agencies (LEAs).

As requested by the Civil Grand Jury, the City of Salinas respectfully submits the following responses to the Findings and the Recommendations identified for a response in the Final Report.

Findings.

Finding 1. LEAs in Monterey County lacked awareness and provided unclear and inconsistent information as to whether there are any backlogged Rape Kits.

Response:

The City of Salinas disagrees with this Finding inasmuch as it concludes that the Salinas Police Department provided unclear and inconsistent information as to whether there are any backlogged Rape Kits. The Salinas Police Department provided requested data in response to the Grand Jury Survey, and the Chief of Police appeared before the Grand Jury to answer questions. The Salinas Police Department tracks and is aware of the status of sexual assault rape

kits that have been collected in relation to investigations conducted by the Salinas Police Department.

Finding 2. The lack of a centralized place to post information has resulted in a lack of consistency in the way that LEAs manage and track sexual assaults.

Response:

The Salinas Police Department participates in a regular meetings with other law enforcement agencies and the District Attorney's Office to coordinate sexual assault investigations. The Salinas Police Department is part of the Sexual Assault Response Team (SART) which works with Sexual Assault Nurse Examiners (SANE), during the investigation. Any DNA evidence obtained is submitted to the Rapid DNA Service (RADS). The Salinas Police Department also reports the status of sexual assault forensic evidence through the Sexual Assault Forensic Evidence Tracking (SAFE-T) though the California Department of Justice as is required by PC 680.4.

Finding 3. At the beginning of this investigation, not all the LEAs were prepared to report the Rape Kit status information to the CDOJ as required by PC 680.4.

Response:

The Salinas Police Department has reported the Rape Kit status information to the CDOJ as required by PC 680.4.

Finding 4. There is advanced training available for sexual assault investigators, but LEAs are instead relying upon senior investigators to provide "on the job training to other investigators within their respective departments."

Response:

The Salinas Police Department sends all Sexual Assault Detectives to a Sexual Assault Investigator Course when assigned to the Investigations Division. All Sexual Assault Detectives currently assigned to the Salinas Police Department Investigations Division have completed the California Commission on Peace Officer Standards and Training (POST) Police, Institute of Criminal Investigation (ICI) Sexual Assault Investigator Course.

Finding 5. Training for advanced skills in the forensics of sexual assault investigations is not prioritized in the budgeting process.

Response:

The City of Salinas and the Salinas Police Department ensure that there is funding for all detectives to attend sexual assault training. This is a priority.

Finding 6. Some LEAs rely on cross-training less experienced patrol officers to supplement understaffed investigative teams rather than prioritizing the strategic increase of well-trained investigators.

Response:

The Salinas Police Department does not supplement its investigative team with less experienced patrol officers. Sexual Assault Investigators are carefully evaluated and vetted through a selection process, then provided specialized training as previously described.

Finding 7. All jurisdictions can expedite the investigations of rape crimes through access to the RADS processing to facilitate timely resolution of rape cases.

Response:

The Salinas Police Department has access to and utilizes the RADS processing system.

Finding 8. Most LEAs in Monterey County have implemented DNA testing protocols established by the CDOJ which have reduced the likelihood of unprocessed DNA evidence.

Response:

The Salinas Police Department has implemented DNA testing protocols that are in compliance with CDOJ.

Finding 9. There is no centralized authority coordinating all LEAs in Monterey County regarding collection, processing and reporting of sexual assaults.

Response:

The Salinas Police Department complies with all state mandates and employs contemporary best practices to investigate sexual assaults. The Salinas Police Department regularly attend meetings with other Monterey County Sexual Assault Investigators including the District Attorney to share information and coordinate any investigations that may be occurring in other jurisdictions.

Recommendations.

Recommendation 2. By January 15, 2020, the governing bodies of all Monterey County LEAs should assign a representative to participate in the DA-led centralized reporting initiative.

Response:

As was previously described, the Salinas Police Department participates in a regular meetings with the District Attorney's office regarding sexual assaults. The Salinas Police Department will continue to participate with the District Attorney's Office and other law enforcement entities in ensuring crimes are properly investigated and coordinated.

Recommendation 3. By July 1, 2019, every Monterey County LEA should report to the CDOJ the required data outlined in PC 680.4.

Response:

The Salinas Police Department reported by July 1, 2019, and will continue to report the required data to the CDOJ outlined in PC 680.

Recommendation 4. By July 1, 2019, and annually thereafter, every Monterey County LEA should report to their governing body and the public the required data outlined in PC 680.4.

Response:

The Salinas Police Department will work with the Monterey City Attorney's Office to determine what can publicly be reported and will report items related to PC 680.4.

Recommendation 5. By January 15, 2020, every Monterey County LEA should develop a funding source, such as grants, for additional expertise training and recertification within the Sexual Assault and Forensic Division.

Response:

The Salinas Police Department consistently searches for grant opportunities and leverages any successful grant awards with the Salinas Police Department operating budget.

Recommendation 6. By fiscal year 2020-2021, every Monterey County LEA should add or dedicate certified staff for Sexual Assault Investigations and include that increased cost in their budgets.

Honorable Lydia Villarreal

Re: City of Salinas's Responses to Monterey County Civil Grand Jury

Page 5 of 5

Response:

As was previously described, all Salinas Police Department detectives are California POST trained in sexual assault investigations.

Thank You for the opportunity to respond to the Civil Grand Jury's Report.

Respectfully submitted,

Joe Gunter
Mayor

cc: City Manager
City Attorney
Police Chief

RAPE KIT PROCESSING IN MONTEREY COUNTY

SUMMARY

Reports of sexual assault forensic evidence, “rape kits”, being backlogged, untested, and destroyed nationwide have been reported by news networks and have sparked ongoing media coverage throughout the United States. A rape kit is a package of items used by medical personnel for gathering and preserving physical evidence following an allegation of sexual assault. It generally includes a checklist, materials, and instructions, along with envelopes and containers to package any specimens collected during a forensic medical exam.¹

These media reports allege that there are thousands of untested rape kits in the hands of Law Enforcement Agencies (LEAs) nationwide. If true, this jeopardizes public safety and potentially circumvents victims’ rights. As a result of the media exposure, LEAs have submitted thousands of rape kits for DNA testing and caused LEAs to reconsider how this evidence is processed and maintained.

The Monterey County Civil Grand Jury (MCCGJ) investigated how this critical forensic evidence is safeguarded and maintained to assure the protection of the rights of sexual assault victims. The focus of the investigation was to understand the process for rape kit processing and determine if LEAs in Monterey County have a backlog of untested rape kits.

The MCCGJ found that:

- LEAs in Monterey County lacked awareness and provided unclear and inconsistent information as to whether there are any backlogged rape kits.
- Most LEAs in Monterey County have implemented DNA testing protocols established by the California Department of Justice (CDOJ) which have reduced the likelihood of unprocessed DNA evidence. The Rapid DNA Service, or RADS, was instituted in Monterey County in 2016 and is facilitated through a Sexual Assault Response Team (SART).
- The data keeping related to these cases within and across the County LEAs is not unified and coordinated.

¹ <https://www.rainn.org/articles/rape-kit>

RAPE KIT PROCESSING IN MONTEREY COUNTY

- Staffing resources for investigators within LEAs are inadequate for the workload.
- Recently enacted California law requires LEAs and other organizations handling DNA evidence to report the status of rape kits to the CDOJ by July 1, 2019; and it is unclear if County LEAs are prepared to meet these requirements.

The MCCGJ recommends that each LEA:

- should develop an interagency method to track sexual assault occurrences via a centralized database to post information to facilitate investigations.
- should develop systems to track ongoing rape kit evidence to ensure effective management of cases and simplified reporting.
- should augment their personnel resources on detective unit teams.
- should develop a program to obtain funds for advanced forensic expertise training and recertification within the Sexual Assault and Forensic Division.
- should provide an informational report to the LEAs' governing bodies and the public to include the data sent to the CDOJ fulfilling the new requirements set forth in the California Penal Code.

GLOSSARY

CHOMP - Community Hospital of the Monterey Peninsula is a nonprofit healthcare provider with 248 licensed hospital beds and 28 skilled nursing beds.

CDOJ - California Department of Justice is a department in the State of California under the leadership of the California Attorney General. It includes three divisions, Legal Services, Law Enforcement and administration. The Attorney General is the State's chief law officer.²

CODIS - Combined DNA Index System (CODIS) is the United States national DNA database created and maintained by the Federal Bureau of Investigation.

DNA - Deoxyribonucleic acid, the molecule that contains the genetic code of organisms. DNA is found in almost every part of the body including skin, saliva, and live hair follicles.

LEA - Law Enforcement Agency. There are 18 unique LEAs in Monterey County.

² <https://oag.ca.gov/careers/aboutus>

RAPE KIT PROCESSING IN MONTEREY COUNTY

MCCGJ - Monterey County Civil Grand Jury.

NMC - Natividad Medical Center is a 172-bed acute-care teaching hospital located in Salinas, California. The hospital is owned and operated by Monterey County and the hospital's emergency department receives approximately 52,000 visits per year.

RADS - Rapid DNA Service. In 2011, the RADS team, part of the California Attorney General's Bureau of Forensic Services, introduced new technology that dramatically increased the speed with which sexual assault kits can be tested. The program uses automation to reduce the time it takes to process DNA samples.

Rape Kit - A rape kit is a package of items used by medical personnel for gathering and preserving physical evidence following an allegation of sexual assault. It generally includes a checklist, materials, and instructions, along with envelopes and containers to package any specimens collected during the exam.

SAFE-T - Sexual Assault Forensic Evidence Tracking is a California State database in the CDOJ for tracking rape kit status.

SANE – Sexual Assault Nurse Examiner, a registered nurse who has completed additional education and training to provide comprehensive care to survivors of sexual assault.

SART – Sexual Assault Response Team – A multidisciplinary team, comprised of medical, social work, and law enforcement personnel who respond together to address sexual assault. This team promotes the implementation of a coordinated, multidisciplinary, and victim-centered first response to victims of sexual assault.

BACKGROUND

The nationwide media reports of Rape Kit destruction, Rape Kit backlogs, and poorly conducted forensic investigations claiming this to be a systemic problem prompted the MCCGJ to investigate this issue in Monterey County. The inappropriate handling of evidence in these critical criminal cases has impacted victims of sexual assault and public safety in general.

Sexual assault and rape are not rare events in the United States. The Center for Disease Control notes that 1 in 5 women and 1 in 38 men have experienced an

RAPE KIT PROCESSING IN MONTEREY COUNTY

attempted or completed rape in their lifetimes.³ The National Center for Victims of Crime provides detailed information about the demographics of the victims of these crimes.⁴

Over the past four years, Monterey County and its constituent LEAs have investigated approximately 150 rape related crimes a year. Over the past 10 years, the frequency of rape crimes has steadily increased. (See Appendix A.)

In 2014, the District Attorney of Manhattan championed a nationwide initiative to test thousands of backlogged Rape Kits⁵. Thirty-eight million dollars were awarded over a period of 3 years to 36 jurisdictions in 20 states. California was one of the recipients of these grant funds.

In 2015, the California State Attorney General applied for and received a grant of \$1.6 million to increase the efficiencies of DNA analysis at the CDOJ laboratories⁶. The grant from the District Attorney of Manhattan's grant program was used to improve and enhance California's RADS program previously implemented by the CDOJ in 2011. Monterey County implemented these protocols in 2016.

In California, several laws have been passed to address the backlog of unprocessed evidence in rape cases. (See Appendix B for a listing of these laws.) These laws have incrementally built protections for victims into the law.

The passage of California Assembly Bill AB 3118 (September 2018) and the resulting changes to the law, are critical to the timing of this report. California Penal Code Section 680.4 (see below) now requires all relevant agencies and facilities to audit the Rape Kit evidence in their possession and report information regarding the status of their Rape Kit backlog to the CDOJ by July 1, 2019⁷.

³ <https://www.cdc.gov/violenceprevention/sexualviolence/fastfact.html>

⁴ http://victimsofcrime.org/docs/default-source/ncvrw2015/2015ncvrw_stats_sexualviolence.pdf?sfvrsn=2

⁵ <https://www.manhattanda.org/our-work/signature-projects/ending-the-rape-kit-backlog/>

⁶ <https://oag.ca.gov/news/press-releases/california-attorney-general's-office-awarded-16-million-grant-test-sexual>

⁷ https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB3118

RAPE KIT PROCESSING IN MONTEREY COUNTY

It reads:

“(a) Each law enforcement agency, medical facility, crime laboratory, and any other facility that receives, maintains, stores, or preserves sexual assault evidence kits shall conduct an audit of all untested sexual assault kits in their possession and shall, no later than July 1, 2019, submit a report to the Department of Justice containing the following information:

(1) The total number of untested sexual assault kits in their possession.

(2) For each kit, the following information:

(A) Whether or not the assault was reported to a law enforcement agency.

(B) For kits other than those described in subparagraph (C), the following data, as applicable:

(i) The date the kit was collected.

(ii) The date the kit was picked up by a law enforcement agency, for each law enforcement agency that has taken custody of the kit.

(iii) The date the kit was delivered to a crime laboratory.

(iv) The reason the kit has not been tested, if applicable.

(C) For kits where the victim has chosen not to pursue prosecution at the time of the audit, only the number of kits.

(b) The Department of Justice shall, by no later than July 1, 2020, prepare and submit a report to the Legislature summarizing the information received pursuant to subdivision (a).

(c) The report required by subdivision (b) shall be submitted in compliance with Section 9795 of the Government Code.

(d) Pursuant to Section 10231.5 of the Government Code, this section is repealed on July 1, 2024.”

RAPE KIT PROCESSING IN MONTEREY COUNTY

In December of 2018 and again in March of 2019, the California Attorney General released a formal notice of a State grant funding opportunity for local law enforcement agencies to provide funding to support local jurisdictions' readiness to comply with this new law.⁸

APPROACH

The MCCGJ reviewed evidence kit processing procedures, the method of tracking and storing evidence, and the size of the processing backlog that exists across jurisdictions within Monterey County.

The MCCGJ conducted numerous interviews to determine how our local agencies have addressed the timely testing of evidence in rape cases. Interviews were held with the California Department of Justice Bureau of Forensic Services, the Monterey County District Attorney's office, senior law enforcement agencies, the SART, the Monterey County Rape Crisis Center and representatives of the Salinas Police Department, and the Monterey County Sheriff's Office.

DISCUSSION

The facts listed below are the result of interviews conducted as a part of the MCCGJ investigation process, unless noted otherwise by footnotes.

The nationwide reports of Rape Kits going untested and even destroyed led the MCCGJ to research information regarding untested Rape Kits within the Monterey County LEAs.

Evidence Collection and Processing of Rape Kits in Monterey County

When a rape allegation is filed and reported to authorities, a consistent set of actions is initiated. If the victim consents, the victim is seen at one of two local hospitals where the SART is convened. This team includes a law enforcement officer, the SANE, and a victim's rights advocate. The SART, which serves all county LEAs, is designed to respond immediately to rape allegations. All LEAs have immediate access to the SART

⁸ <https://oag.ca.gov/news/press-releases/attorney-general-becerra-announces-new-grant-application-window-help-cities-and>

RAPE KIT PROCESSING IN MONTEREY COUNTY

and can activate the team when needed. The team performs its examinations in two medical facilities, the NMC and CHOMP. The SART performs the collection of bodily evidence and creates "Rape Kit"⁹. The SANE also collects a small set of samples that is sent to the CDOJ laboratory in Richmond, California for rapid analysis of the DNA samples (RADS).¹⁰ The RADS testing process has been used since 2016 in Monterey County.

The complete Rape Kit will contain more evidence than that which is sent through the RADS process. Evidence is forwarded via a formal chain of custody to the investigating LEA. From that point, the Rape Kit processing is in the hands of the responsible LEA and is subject to strict evidence handling policies. The investigation and subsequent processing of Rape Kit evidence is done solely within the jurisdiction of the investigating LEA. Not all of these Rape Kits are processed. There are a number of reasons for this. The victim may withdraw the allegation, the case may not be judged to be prosecutable, or the RADS sample may provide confirmation key to prosecution. The possibility that the Rape Kit may be maintained without processing exists. This evidence is retained and destroyed in alignment with sections (e) and (f) of Penal Code 680.¹¹

Rape Kit evidence (minus the RADS samples) is held within local jurisdictions' evidence rooms. Because LEAs are independent entities with independent evidence processes, there is presently no method to ascertain how many Rape Kits remain untested across the County.

Not all rape allegations will have the evidence from a physical SART exam because not all reports of rape are current enough to gather evidence and some victims shower, bathe, etc. following an attack. Some victims choose not to have the SART exam because it is intrusive and potentially traumatizing.

When a victim is able and willing to have the SART exam, a set of RADS samples from that exam is sent to the CDOJ laboratory which processes the samples and has access to the State and National DNA databases for comparison.

⁹ <https://www.rainn.org/articles/rape-kit>

¹⁰ <https://www.fbi.gov/services/laboratory/biometric-analysis/codis/rapid-dna>

¹¹ [http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN§ionNum=680.](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN§ionNum=680)

RAPE KIT PROCESSING IN MONTEREY COUNTY

Monterey County, and its constituent LEAs, investigate approximately 150 rape related crimes per year. Of these, only a portion receive a SART exam.

The following table shows the number of SART exams by jurisdiction for the past five years, up to November of 2018 when the MCCGJ began its investigation.

Number of SART Exams by Jurisdiction 2014-2018

	2014	2015	2016	2017	2018 (Jan- Nov)
Salinas	35	31	41	38	34
MCSO	16	20	13	20	8
Monterey PD	14	14	14	9	9
Greenfield	4	5	0	2	4
Marina	5	3	7	3	2
Seaside	3	8	10	8	6
Soledad	3	2	4	2	2
Gonzales	2	2	0	0	0
CTF Soledad	1	2	0	1	2
SVSP	1	7	5	2	3
Presidio of Monterey PD	1	3	1	2	4
Del Rey Oaks	1	0	0	0	0
King City	1	2	1	5	2
NCIS	1	4	0	0	0
Other counties	0	3	6	0	2
CSUMB	0	2	1	3	7
CID	0	0	0	0	0
Carmel	0	1	0	1	0
CA State Parks	0	0	1	0	0
Pacific Grove	0	0	3	4	3
TOTAL	88	109	107	100	88

RADS was initiated in Monterey County in 2016. Since then there have been approximately 170 RADS packets sent to the CDOJ laboratory for processing. This

RAPE KIT PROCESSING IN MONTEREY COUNTY

process radically changes the timeline for DNA analysis and has been used as a first-tier approach to perpetrator identification.

If DNA evidence is obtained through the RADS process, further analysis of the Rape Kit evidence may not be processed if it is not critical to the prosecution's case.

The Rights of Every Victim

The effective and efficient processing of Rape Kit evidence promotes the protection of victims' rights. California has made strides to improve these protections through enacting laws, and by targeting funds to make improvements in the evidence processing technologies, e.g. RADS technology at the CDOJ.

In 2017, California created the Sexual Assault Victims DNA Bill of Rights.¹² This provides guidance and direction to law enforcement personnel receiving victim allegations and complaints. It also provides for protective and supportive actions for victims of these crimes.

The Monterey County District Attorney's Office also promotes the rights of victims of crimes and victims of sexual assault.¹³

Monterey County has a well-established process for providing voluntary services for victims of rape through victim advocates. The Monterey County Rape Crisis Center provides immediate response as part of the SART and can provide ongoing counseling and support as requested by the victim. In addition, the County District Attorney maintains the Victims/Witness Program, which provides financial assistance for certain prescribed services.

Monterey County instituted the RADS processes in 2016. From that point forward, the SART examination process included RADS protocols. This protocol consists of the collection of three samples from the victim which are sent directly to the CDOJ laboratory for rapid DNA testing. This protocol has decreased turnaround for these

¹² https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB1312

¹³ <http://www.co.monterey.ca.us/government/departments-a-h/district-attorney/criminal-prosecution/child-sexual-assault>

RAPE KIT PROCESSING IN MONTEREY COUNTY

tests to as few as 20 days.¹⁴ The testing of evidence from the full Rape Kit in LEAs' possession occurs at a slower pace. DNA processing turnaround time prior to RADS implementation in California and Monterey is not available. A national study done in Connecticut in 2010 reported an average turnaround time of 152 days.¹⁵ In an article provided to an advocacy group, a CDOJ representative states:

“If we consider the traditional model of having the full kit transported to the law enforcement agency, waiting for a request to be made for analysis, and waiting for the kit to be analyzed in the crime laboratory, it is likely that many of the kits from the approximately 2,000 RADS cases would have taken years to process. Sadly, some would never have been processed.”¹⁶

Rape Kit Related Information Management

The MCCGJ sought to understand the process by which LEAs tracked and managed the status of Rape Kit processing. We learned that not all LEAs use the same information management tools, and that these tools are not designed to produce the type of information that would support ease of access to descriptive trended data about Rape Kit status and disposition. Given the recently passed law requiring the submission of a detailed status of Rape Kit evidence to the CDOJ, we emphasize the lack of this capability at this time. While this is partially explained by the complexity of factors involved in processing LEA held Rape Kits, it also indicated a gap in information management.

There are two databases, one a federal and one a state level database, which centralize access to specific criminal justice data. These are CODIS and SAFE-T. They serve specific purposes described below. They do not provide the coordinated local data management that the MCCGJ expected to find.

- CODIS - Combined DNA Index System. The Federal Bureau of Investigation began development of CODIS as a pilot program in 1990. The program was formalized by the passage of DNA Identification Act of 1994, which established

¹⁴<http://www.endthebacklog.org/blog/guest-post-california-expands-rapid-dna-analysis-system>

¹⁵ <https://www.cga.ct.gov/2010/rpt/2010-R-0086.htm>

¹⁶ <http://www.endthebacklog.org/blog/guest-post-california-expands-rapid-dna-analysis-system>

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FBI jurisdiction over a DNA database. It is described as blending “forensic science and computer technology into a tool for linking violent crimes”¹⁷

- SAFE-T- Sexual Assault Forensic Evidence Tracking. A database that enables the State to track the collection and processing of sexual assault evidence kits¹⁸.

Discussions with various agencies and individuals also pointed to the need for a local centralized system to monitor and investigate sexual assault allegations across jurisdictions. While many LEAs use information management tools, our experience conducting this investigation led us to believe that these systems are not structured to support evidence status tracking across jurisdictions. Local cross jurisdictional evidence tracking could be an important tool for solving these crimes.

At the time of this writing, there are two bills in the California state legislature that support Rape Kit reform. AB 358¹⁹, which creates a statewide sexual assault evidence tracking system that allows victims to access the status of their Rape Kits, and AB 1496²⁰, which establishes an enforceable timeline for LEA submission of Rape Kit samples to a lab for testing.

Assuring Adequate Personnel with a High Level of Investigative Expertise

In order to assure timely and effective investigation of reported rapes, LEAs should be adequately staffed and investigative staff (detectives) should be trained and have the most current knowledge and tools. In our discussion with leaders in two LEA’s we learned that staffing has been limited. A high-ranking LEA official indicated that at one time their office was staffed with 37 investigators and now has approximately 12 investigators, a 67% decrease in qualified investigators.

The MCCGJ also learned that funding for training is constrained by budget limitations. Interviewees noted that training funds are often the last priority in the budgeting process. While sworn law enforcement personnel have a requirement for annual training, this may or may not include training to elevate expertise in the investigation of rape cases.

¹⁷ <https://www.fbi.gov/services/laboratory/biometric-analysis/codis>

¹⁸ https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB41

¹⁹ https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200AB358

²⁰ https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB1496

RAPE KIT PROCESSING IN MONTEREY COUNTY

Preparing to Respond to AB 3118 (Penal Code 680.4)

The MCCGJ approached this investigation expecting to see evidence of local preparation for the reporting requirements set in place by PC 680.4. We found limited awareness of the requirements of this change in law and readiness to provide the data as required to the CDOJ. While the RADS testing protocols facilitate the swift testing of DNA samples to aid investigations, this method is not applicable to all investigations and the remaining Rape Kit evidence may be crucial to the identification of perpetrators and the prosecution of the crime.

What we have interpreted as the lack of local information technology that effectively tracks the details of rape case status contributes to the perception that LEAs are not prepared to report this information. The passage of legislation to create a statewide system could accomplish this critical tracking capacity. The status of this legislation is uncertain and, lacking that, local readiness to account for Rape Kit data is essential to assuring the rights of victims of rape crimes.

DESTROYING OR DISPOSING OF EVIDENCE:

For the past several years, nationwide media reports have focused on the hundreds of thousands of Rape Kits that have gone untested and left in crime lab storage rooms only to be destroyed at a later date. Rape kits are key evidence. Once the evidence is gone, it can never be used to prosecute a suspected rapist or release a wrongfully convicted person.

Causes for disposing of Rape Kits may include:

- Flawed and incomplete investigations
- Lack of LEA specialized training
- Victim refusal
- Victim lack of knowledge regarding their rights
- Victim fear and shame

RAPE KIT PROCESSING IN MONTEREY COUNTY

Section 680 of the Penal Code relating to evidence provides for the following²¹:

- (e) (1) If the law enforcement agency intends to destroy or dispose of Rape Kit evidence or other crime scene evidence from an unsolved assault case, a victim of a violation of Section 261, 261.5, 262, 286, 288a, or 289 shall be given written notification by the law enforcement agency of their intention.

(2) All law enforcement agencies shall not destroy or dispose of Rape Kit evidence from an unsolved sexual assault case before at least 20 years has passed, or if the victim was under 18 years of age at the time of the alleged offence, before the victim's 40th birthday
- (f) Written notification under subdivision (d) or (e) shall be made at least 60 days prior to the destruction or disposal of the Rape Kit evidence or other crimes scene evidence from an unsolved sexual assault case.

FINDINGS

- F1) LEAs in Monterey County lacked awareness and provided unclear and inconsistent information as to whether there are any backlogged Rape Kits.
- F2) The lack of a centralized place to post information has resulted in a lack of consistency in the way that LEAs manage and track sexual assaults.
- F3) At the beginning of this investigation, not all the LEAs were prepared to report the Rape Kit status information to the CDOJ as required by PC 680.4.
- F4) There is advanced training available for sexual assault investigators, but LEAs are instead relying upon senior investigators to provide "on the job training to other investigators within their respective departments."
- F5) Training for advanced skills in the forensics of sexual assault investigations is not prioritized in the budgeting process.
- F6) Some LEAs rely on cross-training less experienced patrol officers to supplement understaffed investigative teams rather than prioritizing the strategic increase of well-trained investigators.

²¹ http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PEN§ionNum=680

RAPE KIT PROCESSING IN MONTEREY COUNTY

- F7) All jurisdictions can expedite the investigations of rape crimes through access to the RADS processing to facilitate timely resolution of rape cases.
- F8) Most LEAs in Monterey County have implemented DNA testing protocols established by the CDOJ which have reduced the likelihood of unprocessed DNA evidence.
- F9) There is no centralized authority coordinating all LEAs in Monterey County regarding collection, processing and reporting of sexual assaults.

RECOMMENDATIONS

- R1) By January 15, 2020, Monterey County District Attorney's Office should initiate and take the lead in developing a centralized interagency method to post and track sexual assault occurrences, Rape Kit collection and reporting to facilitate investigations among all LEAs.
- R2) By January 15, 2020, the governing bodies of all Monterey County LEAs should assign a representative to participate in the DA-led centralized reporting initiative.
- R3) By July 1, 2019, every Monterey County LEA should report to the CDOJ the required data outlined in PC 680.4.
- R4) By July 1, 2019, and annually thereafter, every Monterey County LEA should report to their governing body and the public the required data outlined in PC 680.4.
- R5) By January 15, 2020, every Monterey County LEA should develop a funding source, such as grants, for additional expertise training and recertification within the Sexual Assault and Forensic Division.
- R6) By fiscal year 2020-2021, every Monterey County LEA should add or dedicate certified staff for Sexual Assault Investigations and include that increased cost in their budgets.

RAPE KIT PROCESSING IN MONTEREY COUNTY

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows:

From the following elected county officials within 60 days:

- Monterey County Sheriff
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Monterey County District Attorney:
Findings: F2) and F9)
Recommendations: R1), R2), R4)

From the following governing board officials within 90 days:

- Monterey County Board of Supervisors
Finding: F5)
Recommendation: R5)
- Salinas City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Monterey City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Greenfield City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Marina City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Seaside City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Soledad City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)

RAPE KIT PROCESSING IN MONTEREY COUNTY

- Gonzales City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Del Rey Oaks City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- King City City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Carmel City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)
- Pacific Grove City Council
Findings: F1), F2), F3), F4), F5), F6), F7), F8), F9)
Recommendations: R2), R3), R4), R5), R6)

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

DISCLAIMER

This report was issued by the MCCGJ with the exception of one juror who worked within the last five years for an organization being investigated. This juror was excluded from all parts of the investigation.

RAPE KIT PROCESSING IN MONTEREY COUNTY

APPENDICES

RAPE KIT PROCESSING IN MONTEREY COUNTY

Appendix A: Compiled from Open Justice Database:
<https://openjustice.doj.ca.gov/crime-statistics/crimes-clearances>

Total Number of Rapes and Attempted Rapes for Monterey County and By Jurisdiction 2006 to 2017													
	Categories	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Monterey County Total	Rape	116	123	99	125	82	94	94	82	125	160	162	168
	Forcible Rape	106	116	94	112	74	89	84	76	113	145	156	159
	Attempted Rape	10	7	5	13	8	5	10	6	12	15	6	9
Bv Jurisdiction													
CSU Monterey Bay	Rape	0	1	1	1	2	3	2	1	5	6	2	4
	Forcible Rape	0	1	1	1	2	3	2	1	5	6	2	4
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0
Carmel	Rape	2	0	0	0	3	0	0	2	1	2	0	1
	Forcible Rape	2	0	0	0	2	0	0	0	1	2	0	1
	Attempted Rape	0	0	0	0	1	0	0	2	0	0	0	0
Del Rey Oaks	Rape	0	0	0	0	0	0	0	0	0	2	0	0
	Forcible Rape	0	0	0	0	0	0	0	0	0	2	0	0
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0
Gonzales	Rape	0	1	3	1	0	1	1	2	2	2	0	2
	Forcible Rape	0	1	3	1	0	1	1	2	2	2	0	1
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	1
Greenfield	Rape	0	4	3	3	3	4	1	1	5	3	3	7
	Forcible Rape	0	4	3	2	3	4	1	1	5	3	3	7
	Attempted Rape	0	0	0	1	0	0	0	0	0	0	0	0
King City	Rape	7	6	5	8	7	9	4	0	4	8	4	9
	Forcible Rape	7	5	5	7	7	7	3	0	2	3	3	7
	Attempted Rape	0	1	0	1	0	2	1	0	2	5	1	2
Marina	Rape	3	5	5	5	2	6	6	4	4	5	12	7
	Forcible Rape	3	4	5	3	2	5	4	2	3	5	11	6
	Attempted Rape	0	1	0	2	0	1	2	2	1	0	1	1
Monterey *	Rape	19	17	11	15	7	6	10	10	19	13	15	17
	Forcible Rape	19	17	11	14	7	6	9	10	18	11	15	17
	Attempted Rape	0	0	0	1	0	0	1	0	1	2	0	0
Monterey Airport	Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Forcible Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0
Monterey Co. Sheriffs Dept.	Rape	19	20	15	26	19	19	17	11	38	31	15	31
	Forcible Rape	19	20	15	26	17	19	17	11	35	29	18	28
	Attempted Rape	0	0	0	0	2	0	0	0	3	2	0	3
Monterey DPR	Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Forcible Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0
Pacific Grove	Rape	2	4	2	6	1	0	4	2	6	1	5	8
	Forcible Rape	2	4	2	5	2	0	3	2	6	1	5	8
	Attempted Rape	0	0	0	1	0	0	1	0	0	0	0	0
Salinas	Rape	45	51	38	47	23	34	41	56	32	76	86	71
	Forcible Rape	57	46	35	41	19	32	37	35	28	72	84	69
	Attempted Rape	8	5	3	6	4	2	4	1	4	4	2	2
Sand City	Rape	1	2	0	0	0	1	1	0	0	1	0	0
	Forcible Rape	1	2	0	0	0	1	1	0	0	1	0	0
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0
Seaside	Rape	12	11	13	13	10	7	4	7	5	7	10	8
	Forcible Rape	10	11	12	12	10	7	4	7	5	6	9	8
	Attempted Rape	2	0	1	1	0	0	0	0	0	1	1	0
Soledad	Rape	6	1	3	0	4	4	3	6	4	3	7	3
	Forcible Rape	6	1	2	0	3	4	2	5	3	2	6	3
	Attempted Rape	0	0	1	0	1	0	1	1	1	1	1	0
CA Highway Patrol	Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Forcible Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0
Union Pacific RR	Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Forcible Rape	0	0	0	0	0	0	0	0	0	0	0	0
	Attempted Rape	0	0	0	0	0	0	0	0	0	0	0	0
Note: Forcible rape prior to 2014													

RAPE KIT PROCESSING IN MONTEREY COUNTY

APPENDIX B: California Laws Relevant to Rape Kit Processing

AB 3118- (2018) signed into law September 2018- requires all law enforcement agencies, Labs and medical facilities to report the status of untested Rape Kits in their position by July1, 2019.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB3118

AB 1312 (2017)- signed into law January 1, 2018 - Establishes the Sexual Assault Victims' DNA Bill of Rights.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB1312

AB 1475 (2015) authorizes counties to establish interagency response teams (SART) to address interagency coordination for sexual assault cases.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160AB1475

AB 1517 (2014)- sets several nonbinding timelines for the submission and processing of Rape Kit evidence for LEAs and the DOJ.

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201320140AB1517



City of Salinas

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

Legislation Text

File #: ID#19-471, **Version:** 1

Direct Purchase off 160 iPhone XR for Salinas Police Personnel

Approve a Resolution authorizing the direct purchase of 160 iPhone X R Cellular Phones for Salinas Police Department Personnel.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: AUGUST 27, 2019
DEPARTMENT: POLICE DEPARTMENT
FROM: ADELE FRESÉ, CHIEF OF POLICE
BY: STEPHEN CRAIG, SERGEANT
TITLE: DIRECT PURCHASE OF 160 IPHONE X R FOR SALINAS POLICE PERSONNEL

RECOMMENDED MOTION:

It is recommended that City Council adopt a resolution authorizing the direct purchase of 160 iPhone X R Cellular Phones.

RECOMMENDATION:

It is recommended that City Council approve the recommended motion to purchase this equipment in order to facilitate provision of smart cellular telephones to Salinas Police personnel.

DISCUSSION:

The Salinas Police Department currently has approximately 100 uniformed personnel assigned to Patrol functions and an additional 60 personnel assigned to other functions including Investigations, SWAT, Violence Suppression Task Force (VSTF), Animal Control, and Abandoned Vehicle enforcement. Currently the department does not supply smart cellular phones to officers outside of Investigations, VSTF, and SWAT. The smart cellular phones currently issued to those specific personnel are the outdated iPhone 6S. The monthly sustainment costs associated with the Salinas Police Department's current cellular phones is \$4,072.00 for 54 cellular phones and 10 cellular tablet devices under a Verizon Mobile Share Plan. The annual cost of this program (service for the equipment) is \$48,864.00.

Police personnel use cellular phones for numerous work-related matters such as the two-factor identification when logging in to the City of Salinas Mobile Computer Terminal system, voice calling victims, witnesses, and suspects, and occasionally sending and receiving time sensitive text messages. Personnel who are required to complete police reports are normally issued an iPod Touch device for dictation. The issuance of the new smart phone devices will eliminate the need for the iPod Touch and represents a savings of approximately \$200.00 per employee.

The Salinas Police Department is currently exploring options for a new Records Management System where having cellular access to network data in the field will prove to be beneficial for streamlining the report taking process. Additionally, with improvements in police technology, these cellular phones will assist field personnel with the rapid secure exchange of information between them and community members. The purchase of these cellular phones will have the added benefit of allowing department members who are subpoenaed for court appearances to provide their department issued cellular phone number to the District Attorney's Office and to be placed "On-Call". The Monterey County District Attorney's Office is also going toward a cellular phone based subpoena system that requires the user to have a smart cellular phone device. This "ISubpeona program is projected to reduce court related overtime costs by 25% for member agencies.

During the month of July 2019, Salinas Police Department members submitted 151.50 hours of overtime associated with court appearances, costing an approximate \$10,434.41. Of those overtime hours, approximately 54.5% were paid for department members who did not testify and would have benefited from being placed "On Call" or using the ISubpeona service. This would represent a significant savings in salaries for the subpoenaed employees.

The Salinas Police Department has selected the iPhone XR by Apple due to their proven track record of reliability and a range of groundbreaking security features. The cost of purchasing 160 iPhone XR cellular phones through AT&T with a two-year service contract is \$199.00 per device for a total cost of \$31,840.00. AT&T has provided a sign-up bill credit bonus in the amount of \$32,000.00 which covers the cost of the new cellular phones. The monthly sustainment costs for 140 cellular phones without hotspot and 20 cellular phones with hotspot will be \$8,900.00 under AT&T's Unlimited Data Plan. The annual cost for this program will be \$106,800.00.

During any emergency or disaster event, reliable communications between public safety personnel is of the utmost importance. Due to the design of cellular towers, these towers are only capable of processing a finite amount of cellular traffic and data messages. Both locally and nationally, there have been incidents when public safety personnel have not been able to communicate via cellular phone due to a high volume of traffic to local cellular towers. AT&T has recognized this deficiency in public safety communications and has designed a proprietary system for prioritizing cellular phones affiliated with public safety agencies. This prioritization system is marketed as "First Net" and will allow public safety cellular communications to continue independent of standard cellular tower traffic.

This report has not been viewed by any Committee.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

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

DEPARTMENTAL COORDINATION

The Police Department will coordinate with the Purchasing Division on the purchase of the equipment and the service, if approved by the City Council.

FISCAL AND SUSTAINABILITY IMPACT:

There are funds available in the current 2019-2020 fiscal year budget in account 1000.40.4130-63.1160 Outside Services Cell Phones and a supplemental appropriation of \$70,000 will complete the budget for the first year of the phones and annual plan. The initial expense will be a total of \$138,640 with a credit of \$32,000 reimbursed by the third billing cycle. For a final cost of \$106,640.

ATTACHMENTS:

Resolution
Cellular Phone Plan Quotation

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

A RESOLUTION AUTHORIZING THE DIRECT PURCHASE OF MOBILE PHONES AND SERVICE FOR THE SALINAS POLICE DEPARTMENT

WHEREAS, Salinas Police Department personnel use mobile phones for a variety of purposes; and

WHEREAS, the current mobile phones and related equipment are outdated and result in inefficiencies; and

WHEREAS, the Department has identified replacement equipment and improved service which will result in updated, more-reliable equipment and service, which are expected to result in greater efficiencies and cost-effectiveness within the Department; and

WHEREAS, the City Council may approve the direct purchase of equipment, supplies, and/or services pursuant to Salinas Municipal Code Section 12-27 when due to the nature of the purchase, low-bid based competition is not likely to serve the best interests of the City, yield the best value to the City, or result in a lower price; and

WHEREAS, the City Council finds that the direct purchase of the proposed equipment and service will result in greater efficiencies within the Salinas Police Department, thereby result in cost-efficiencies and savings to the benefit of the City's General Fund and therefore determines that a low-based competitive bid process will not serve the best interests of the City; and

WHEREAS, the City Council further finds that pursuant to Salinas Municipal Code Section 12-28.080 the proposed purchase may be made without application of the local purchasing preference.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS the proposed purchase of equipment and service as shown on the attached proposal is approved up to the amount of \$106,800 per year, adjusted annually pursuant to the terms of the proposal; and

BE IT FURTHER RESOLVED that a supplemental appropriation is approved for \$70,000 to account 1000.40.4130-63.1160; and

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to take whatever actions may be necessary to complete the purchases approved by this Resolution.

PASSED AND APPROVED this 27th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Date: 08/20/2019

Prepared by:
Geraldine Mascardo
Business Sales Executive
AT&T Business
870 N McCarthy Blvd, Milpitas, CA 95035

Debra Lopez
Event Expert
AT&T ReadyToGo
870 N McCarthy Blvd, Milpitas, CA 95035

Prepared for:
Evelia Marr
Assistant Chief Filice Secretary
Salinas Police Department
222 Lincoln Ave
Salinas CA 93901



I. Business Mobility Solution --- FOR EXISTING 54 LINES			
Unlimited Plan:	Rate	QTY	TOTAL Rate
Unlimited Data Phone Access (without Hotspot)	\$ 55.00	54	\$ 2,970.00
DEVICE / EQUIPMENT BREAKDOWN (One-Time Charge)			
iPhone XR on 2yr Term per equipment (from retail price of \$749.99)	\$ 199.00		
Monthly Service Fee:			\$ 2,970.00

II. Business Mobility Solution --- FOR PROPOSED 160 LINES			
Unlimited Plan:	Rate	QTY	TOTAL Rate
Unlimited Data Phone Access (without Hotspot)	\$ 55.00	140	\$ 7,700.00
Unlimited Data Phone Access (with Hotspot)	\$ 60.00	20	\$ 1,200.00
DEVICE / EQUIPMENT BREAKDOWN (One-Time Charge)			
iPhone XR on 2yr Term per equipment (from retail price of \$749.99)	\$ 199.00		
Monthly Service Fee:			\$ 8,900.00

To include hotspot on the plan \$5 per line

Exclusive of Government Taxes and Fees

Buy Back program option for current devices or extra devices

TIMELINE:

Purchase Order receipt or Signed Proposal

Initiate activation of 1st batch of lines - 100 smartphones for overnight delivery

Receipt of equipment - Mobile Retail Team to assist in basic set up, if needed.

Activation of 2nd batch of lines - 50 PORTS from Verizon to AT&T (Salinas PD to advise exact dates of employee availability)

SIGN UP BILL CREDIT BONUS**	\$ 32,000.00
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Credit will reflect on the account 2-3 bill cycle

Bundled bonus (phone lines with enrolled device on 2yr Term - Limited Time Offer (subject to change)



Legislation Text

File #: ID#19-467, Version: 1

- a. **Existing Litigation** - Government Code section §54956.9(a), conference with legal counsel regarding *Frank David Homet v. Monterey-Salinas Transit District, et. al*, before the Superior Court of California, County of Monterey, case number 18CV000426.

- b. **Labor Negotiations** - Government Code section §54957.6, with its designated labor representatives Ray Corpuz, City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Matt Pressey, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Human Resource Analyst; and Donna Williamson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU, Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Management Employees, Confidential Non-Management Employees and Department Directors.