

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, October 23, 2018

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

Kimbley Craig, 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****PROCLAMATION**

National Make a Difference Day, October 27, 2018

PRESENTATION

Councilmember comments on presentations are generally limited to three minutes.

Salinas Police Department School Resource Officer Program Update

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.

PUBLIC HEARING

[ID#18-535](#)

Ordinance relating to the Prevention of Abandoned Shopping Carts

Recommendation:

Consider adopting an Ordinance adding Article VIII, to Chapter 5 of the Salinas Municipal Code relating to the prevention of abandoned shopping carts.

Interim Urgency Ordinance Temporarily Prohibiting certain Employee Housing in Salinas

This item has been continued to November 20, 2018.

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#18-574](#)

Minutes

Recommendation:

Approve minutes of October 9, 2018.

[ID#18-577](#)

Financial Claims

Recommendation: Approve financial claims report.

ID#18-514 Board of State and Community Corrections City Law Enforcement Grant

Recommendation: Approve a Resolution accepting the Board of State and Community Corrections (BSCC) City Law Enforcement grant in the amount of \$95,624 and to authorize the direct purchase of five Mobile License Plate Readers (LPRs) in the total amount of \$94,458.63.

ID#18-523 Elvee Drive Improvement Project, CIP 9117

Recommendation: Approve a Resolution authorizing an agreement between the City of Salinas and PG&E to reimburse PG&E for gas main relocation on private property, in the amount of \$77,521.15.

ID#18-550 “No Parking” Red Zone(s) at North Madeira Avenue and Hilltop Drive

Recommendation: Approve a Resolution to approve the establishment of "No Parking" red zones at the intersection of North Madeira Avenue and Hilltop Drive.

ID#18-551 “No Parking” Red Zone(s) along N. Madeira Avenue at La Terraza Apartments/Condominiums

Recommendation: Approve a Resolution approving the establishment "No Parking" red zones adjacent to the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue to provide sufficient departure sight triangles.

ID#18-562 Agreement with Monterey One Water - Industrial Wastewater Treatment Facility Improvements

Recommendation: Approve a Resolution to approve an agreement with Monterey One Water regarding the funding and mutual responsibilities related to electrical improvements at the Industrial Wastewater Treatment Facility.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

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

ADJOURNMENT

Patricia M. 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 Thursday, October 18, 2018 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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Legislation Text

File #: ID#18-535, **Version:** 1

Ordinance relating to the Prevention of Abandoned Shopping Carts

Consider adopting an Ordinance adding Article VIII, to Chapter 5 of the Salinas Municipal Code relating to the prevention of abandoned shopping carts.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: **October 23, 2018**

DEPARTMENT: **OFFICE OF THE CITY ATTORNEY**

FROM: **CHRISTOPHER A. CALLIHAN, CITY ATTORNEY**

TITLE: **ORDINANCE REGULATING ABANDONED SHOPPING CARTS**

RECOMMENDATION MOTION:

A motion to adopt an ordinance relating to the prevention of abandoned shopping carts.

RECOMMENDATION:

It is recommended that the City Council adopt the proposed ordinance.

EXECUTIVE SUMMARY:

The proposed ordinance regulates the accumulation of wrecked, dismantled, and abandoned shopping carts on public or private property and operates to insure that measures are taken by store owners to prevent the removal of shopping carts from store premises and parking lots, to make the removal of shopping carts a violation of the Salinas Municipal Code, and to facilitate the retrieval of abandoned carts as permitted by State law.

DISCUSSION:

This item comes forward at the request of Councilmember Craig, with the support of Councilmember Villegas.

The City Council last considered this issue in 2008, when an ordinance was considered by the City Council to regulate abandoned shopping carts in the same manner as in the currently proposed ordinance. City staff was later directed to put this issue on hold due to changes in the City Council's top priorities and resource concerns, so the ordinance was not adopted by the City Council at that time.

The State has promulgated a series of statutes designed to address the problem of abandoned shopping carts. California Business and Professions Code Sections 22435 through 22435.8 authorizes a city to retrieve off-premises shopping carts and laundry carts and fine the shopping cart owner if four or more shopping carts or laundry carts are not retrieved in a six-month period. Subdivision (d) of Business and Professions Code Section 22435.7 authorizes cities which

impound shopping carts to recover the actual cost of the recovery service. California Business and Professions Code Sections 22435.10 through 22435.13 regulates shopping cart and laundry cart retrieval services. The state law provisions apply, however, only when a cart has a sign permanently affixed to it that identifies the owner of the cart or retailer, that notifies the public of the procedure for unauthorized removal of carts from the premises, and that notifies the public that unauthorized removal of carts or unauthorized possession of carts is a violation of state law. The cart must also have a valid telephone number or address displayed for returning the cart removed from the premises.

Unless written consent is obtained from a storeowner or his or her agent, it is a violation of state law, punishable as a misdemeanor, to remove carts, abandon carts, and/or be in the possession of carts removed from store premises with the intent to temporarily or to permanently deprive the owner or the retailer of possession of the cart.

Under State law, the City is authorized to impound carts that are located outside the premises or parking areas of a retail establishment or that would impede emergency services; however, the City may only recover actual costs for providing this service under specific circumstances and is prohibited by State law from issuing a fine exceeding fifty dollars (\$50.00) for each occurrence. An “occurrence” includes all shopping carts impounded in a one-day period.

The proposed ordinance is consistent with state law and is consistent with the approaches taken by many other California cities including Watsonville, San Jose, Santa Ana, and Riverside, for example. The central requirement of the proposed ordinance is to mandate business owners to adopt, implement, and maintain an “Abandoned Cart Prevention Plan,” thereby placing the burden on them for keeping their shopping carts within store premises. Store owners who violate any provision of the regulations would be subject to enforcement authorized by the Municipal Code and/or other available legal remedies. Under the proposed ordinance, City staff (Public Works staff, primarily) would notify the business/owner if any of their carts were found outside their store premises. Upon either written or verbal notice, the business/owner will have twenty-four (24) hours to retrieve the reported abandoned carts. In the event the carts are not retrieved by businesses within the required time period, City staff will have the authority under the proposed ordinance to gather the carts and place them in the City Yard (or some other storage facility maintained by the City) for no more than thirty (30) days. The City, in accordance with State law, will then have the authority to dispose of any carts left for a period longer than thirty (30) days.¹

The proposed ordinance was shared with the Executive Directors of the Salinas Valley Chamber of Commerce and the Salinas United Business Association (SUBA) on October 1, 2018. Updates

¹ The City Council must consider that it does not have an impound lot for storage of carts. Staff’s existing practice is to remove carts to the City Yard. There is insufficient space at the Yard to store and to inventory carts. An alternate location would need to be obtained or developed for cart storage, which may be one of the properties in the City’s inventory.

will be provided to Council in the event either of these organizations submits comments on the proposed ordinance.

CEQA CONSIDERATION:

The City of Salinas has determined that the proposed action is categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301 concerning the operation or minor alteration of existing public facilities involving negligible or no expansion of use.

STRATEGIC PLAN INITIATIVE:

This item is not among the specific goals and objectives listed in the 2016-2019 Salinas City Council Strategic Plan; however, it is consistent with the City Council's goal of maintaining a safe, livable community and of promoting a high quality of life.

FISCAL AND SUSTAINABILITY IMPACT:

There may be costs associated with the collection and the storage of abandoned shopping carts; however, the full costs associated with this program have not yet been determined. Additional data on the number(s) of abandoned carts collected will be needed to determine the impact and it will take time to gather such data. The City's costs may also be passed on to the owners/businesses that fail to retrieve their abandoned carts after notice by the City.

DEPARTMENTAL COORDINATION

Implementation and enforcement of the proposed ordinance will require coordination among several City departments including Community Development (Code Enforcement), Public Works, Police Department, and City Attorney's Office.

ATTACHMENTS:

Proposed Ordinance

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

AN ORDINANCE RELATING TO THE PREVENTION OF ABANDONED SHOPPING CARTS

City Attorney Impartial Analysis

California Business and Professions Code Sections 22435 through 22435.8 authorizes a city to retrieve off-premises shopping carts and laundry carts and fine the shopping cart owner if four or more shopping carts or laundry carts are not retrieved in a six-month period. Subdivision (d) of Business and Professions Code Section 22435.7 authorizes cities which impound shopping carts to recover the actual cost of the recovery service. California Business and Professions Code Sections 22435.10 through 22435.13 regulates shopping cart and laundry cart retrieval services.

This ordinance regulates the accumulation of wrecked, dismantled, and abandoned shopping carts on public or private property and operates to insure that measures are taken by store owners to prevent the removal of shopping carts from store premises and parking lots, to make the removal of shopping carts a violation of the Salinas Municipal Code, and to facilitate the retrieval of abandoned shopping carts as permitted by State law.

BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. Article VIII, titled Prevention of Abandoned Shopping Carts, is hereby added to Chapter 5 of the Salinas Municipal, and will read as follows:

Sec. 5-08.01. Findings and Purpose.

Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public, and interfere with pedestrian and vehicular traffic within the City of Salinas. The accumulation of wrecked, dismantled, and abandoned shopping carts on public or private property also tends to create conditions that reduce property values, promoting blight and deterioration in the City. The intent of this Article is to insure the measures are taken by store owners to prevent the removal of shopping carts from the store premises and parking lots, to make the removal of shopping carts a violation of this Code, and to facilitate the retrieval of abandoned carts as permitted by State law. Further, this Article is intended to supplement existing State law regarding shopping carts as set forth in California Business and Professions Code Section 22435, et seq.

Sec. 5-08.02. Definitions.

(a) Abandoned Cart. Abandoned Cart means any cart that has been removed without written permission of the owner or on-duty manager from the premises of the business establishment, regardless of whether it has been left on either private or public property. Written permission shall be valid for a period not to exceed seventy-two (72) hours. This provision will not apply to carts that are removed for purposes of repair or maintenance.

(b) Cart. Cart means a basket which is mounted on wheels or a similar device provided by a business establishment for use by a customer for the purpose of transporting goods of any kind,

including, but not limited to, grocery store shopping carts. This definition will exclude from enforcement under this Article those devices which do not have a “basket” mounted on wheels in which goods can be placed for transport.

(c) Enforcement Personnel. Enforcement Personnel means any police officer, code enforcement officer, or other designated City of Salinas employee designated by the Public Works Department.

(d) Owner. Owner means any person or entity, who in connection with the conduct of a business, owns, leases, possesses, uses, or otherwise makes any cart available to customers or the public. For purposes of this Article, owner will also include the owner’s on-site or designated agent that provides the carts for use by its customers.

(e) Premises. Premises means the entire area owned and utilized by the business establishment that provides carts for use by customers, including any parking lot or other property provided by the owner for customer parking.

Sec. 5-08.03. Enforcement of Article.

The provisions of this Article may be enforced by any enforcement personnel. To the extent otherwise permitted by law, said enforcement personnel may enter onto any public or private property in the City to retrieve, remove, store, and dispose of any lost, stolen, or abandoned shopping cart, or any part thereof. Any act authorized to be performed by the City of Salinas pursuant to any provision of this Article may be performed by any enforcement personnel. Any enforcement personnel are authorized to issue an administrative citation upon any owner whom they have reasonable cause to believe has violated any provision of this Article.

Sec. 5-08.04. Applicability.

This Article applies to all owners of business establishments or other commercial service within the City of Salinas that provides shopping carts for customer use or for public use.

Sec. 5-08.05. Cart Identification Required.

Every cart owned or provided by any owner will have permanently affixed to the cart a sign that includes the owner’s name, address, and phone number required by California Business and Professions Code Section 22435.1. Failure to comply may subject the violator to any civil, criminal, or administrative remedies as provided by law.

Sec. 5-08.06. Unauthorized Removal Prohibited.

(a) It is unlawful to either temporarily or permanently remove a cart from the premises or parking area of a business establishment without the express prior written approval of the owner or on-duty manager of the business establishment. An owner may permit customer off-premises use of a cart for transportation of purchased items. The authorization must be in writing with date and time. This cart must be returned to the owner’s premises within seventy-two (72) hours.

(b) It is unlawful to be in possession of a cart that has been removed from the premises or the parking area of a business establishment unless it is in the process of being immediately returned to the owner or the business establishment.

(c) This section will not apply to carts that are removed for the purposes of repair or maintenance.

(d) Failure to comply may subject the violator to any civil, criminal, or administrative remedies as provided by law.

Sec. 5-08.07. Abandonment Prohibited.

It is unlawful for any person to cause or permit any cart to be abandoned on or upon any sidewalk, street, or other public area, other than the premises of the owner of such cart.

Sec. 5-08.08. Cart Removal Warning Signs.

Owners will prominently display signs notifying the public that removal of carts from the premises is prohibited under California Business and Professions Code Section 22435 et seq. and this Article.

Sec. 5-08.09. Mandatory Locking of Carts After Hours.

Carts stored outdoors must be locked after business hours in a manner that prevents theft.

Sec. 5-08.10. Mandatory Retrieval Required Within 24-Hours of Notification by City.

The City will notify the owner of an abandoned cart when such cart is located in a place that can be accessed safely by the owner. Such notice may be by telephone, email or text message to the owner or owner's agent designated in the Abandoned Cart Prevention and Retrieval Plan. Within twenty-four (24) hours of City notification, the owner or the agent will cause the identified cart(s) to be retrieved.

Sec. 5-08.11. Mandatory Abandoned Cart Prevention Plan.

Every owner subject to this Article will develop, implement, and comply with the terms and the conditions of an Abandoned Cart Prevention Plan to prevent the unauthorized removal by any person of any carts from the owner's premises and, if removed, to retrieve the cart within twenty-four (24) hours of the removal or the notice of the removal. The Abandoned Cart Prevention Plan must include the following elements:

(a) Name of Business/Owner/Agent. The name of the owner and the business name, the physical address where the business is conducted, and the name, address, and phone number(s) of the owner's on-site designated agent.

(b) Inventory of Carts. The total number of carts maintained on or at the premises.

(c) Physical Measures. Specific physical measures will be implemented to prevent cart removal from the business premises. These measures may include, but are not limited to, disabling devices on all carts, posting of a security guard to deter and to stop customers who attempt to remove carts from the business premises, or bollards.

(d) Community Outreach. A description of a community outreach process under which the owner will cause notice to be provided to customers that the removal of carts from the premises is prohibited and is a violation of state and local law. This notice may include, but is not limited to, flyers distributed at the premises, warnings on shopping bags, signs posted in prominent places near door and parking lot exists, direct mail, announcements using intercom systems at the premises, web site or other means demonstrated to be effective to the reasonable satisfaction of the Public Works Director or his/her designee. Any and all posting of signs will comply with the provisions of the Salinas Municipal Code.

(e) Cart Identification. Signs and cart identification requirements that conform to State law.

(f) Removal Prevention Measures. A description of the specific measures that the owner will implement to prevent cart removal from the premises. These measures may include, but are not limited to, electronic or other disabling devices on the carts so that cannot be removed from the premises, effective management practices, use of courtesy clerks to accompany customers and return the carts to the store, use of security personnel to prevent removal, security deposit for use of cart, or other demonstrable measures acceptable to the Public Works Director, or his or her designee, that are likely to prevent cart removal from the premises.

(g) Employee Training. A description of an annual employee training program that will be implemented by the owner and that shall be designed to educate new and existing employees on the Abandoned Cart Prevention Plan and conditions contained therein.

(h) Mandatory Cart Retrieval. A plan for retrieval of abandoned carts by the owner within twenty-four (24) hours. An owner or agent, who fails, three or more in any six-month period, to retrieve a cart within the required to submit a revised Abandoned Cart Prevention Plan for approval by the Public Works Director, or his or her designee. After approval of the revised Abandoned Cart Prevention Plan, and owner or any who then fails, three times in any subsequent six-month period, to retrieve a cart within the required twenty-four (24) hour period upon notification by the City, will be required to enter into a valid and enforceable contract with a shopping cart retrieval business which complies with State law.

Sec. 5-08.12. Abandoned Cart Prevention Plan Timelines and Approval Process.

(a) Existing Owners. The proposed Abandoned Cart Prevention Plan must be submitted for approval to the Public Works Director, or his or her designee, within thirty (30) days of receiving notice from the City that such a plan is required pursuant to this Article.

(b) New Businesses, New Construction, and Change in Ownership. All new construction projects that will accommodate businesses providing more than ten (10) carts will install disabling device equipment. If a new business begins conducting business in the City and provides carts to its customers, the new owner will notify the Public Works Director, or his or her designee, within thirty (30) days of opening the business to the public and submit a new prevention plan. If the existing business changes ownership, the new owner will notify the Public Works Director or his or her designee, within thirty (30) days of the change and submit a new prevention plan or agree to adopt the existing prevention plan on file with the City for that business. All businesses subject to this paragraph will submit a proposed prevention plan and obtain City approval prior to providing any shopping carts to customers of the retail establishment. For prevention plans which include contracting for retrieval services as a component of the plan, the contractor for service must be in place prior to approval of the plan.

(c) Approval. Within sixty (60) days of receipt of the prevention plan, the owner will be notified whether the prevention plan is approved. If the prevention plan is not approved, the notice will state its reasons and provide recommendations to the owner to ensure plan approval. The owner will submit a new prevention plan within fifteen (15) days of receiving this notice. Once a prevention plan is approved, the proposed measures will be implemented by no later than thirty (30) days after City approval given. If an evaluation report is submitted, the prevention measures will be continued until and unless the City indicates that a measure(s) needs to be modified. Unless otherwise agreed, any modifications to the plan imposed by the City shall be implemented within thirty (30) days after the City notifies the owner of the needed modifications.

(d) Revocation. If an owner has more than twenty (20) carts and if more than twenty-five percent (25%) of an owner's carts are retrieved by the City within a six (6) month period, the owner's prevention plan may be revoked upon notification by the City and the owner will be required to submit a new prevention plan to the Public Works Director, or his or her designee, within fifteen (15) days of receiving notice of the revocation. Any owner failing to implement the new prevention plan within thirty (30) days of approval, will be subject to penalties under this Article.

(e) Multiple Revocations. Upon the third prevention plan revocation within a four (4) year time period, the owner will be required to place disabling devices on all carts owned/leased/used by the business to prevent removal of carts from the business premises and parking lots, if such disabling services are not already in use. If disabling devices are already in use, owner will be required to show proof of proper maintenance and repairs ensuring the disabling devices on all carts are in proper working order. Any subsequent prevention plans submitted will include the implementation of a maintenance plan for all disabling devices.

Sec. 5-08.13. Penalties for Failing to Submit a Prevention Plan or Evaluation Report or to Implement Prevention Measures.

Any owner that fails to submit a prevention plan, implement the proposed plan measures, or implement any required modifications to the plan by the City within the time frames specified in

this Article will be required to place disabling devices on all carts owned/leased/used by the business to prevent removal of carts from the business premises and parking lots. Any owner that fails to submit an evaluation report or prevention plan as required by this Article or fails to place a disabling device on all carts, if applicable, will be subject to a \$1,000 civil penalty, plus an additional penalty of \$50.00 for each day of non-compliance.

Sec. 5-08.14. Maintenance Requirements for Cart Disabling Devices.

If an owner has carts equipped with disabling devices, either voluntarily or by order from the City, the owner will conduct regular maintenance to ensure the disabling devices are working properly. If at any time, the owner determines the disabling device installed on a cart is not working properly, the cart will be pulled from circulation until it is repaired. The owner will inspect, test, and repair all abandoned carts returned to the owner prior to making the returned carts available for use.

Sec. 5-08.15. Notification for Retrieval of Abandoned Carts.

Pursuant to Business and Professions Code Section 22435.7, the City will notify the owner of any abandoned carts owned or used by the business establishment that have been located within the City of Salinas, if the City intends to impound the cart(s) pursuant to Section 22435.7. The owner will have three (3) days from the date the notification is given, to retrieve the carts from the City.

Sec. 5-08.16. Administrative Costs and Fines.

Pursuant to Business and Professions Code Section 22435.7, any owner that fails to retrieve its abandoned cart(s) within three (3) business days of receiving actual notice from the City, will pay the City's administrative costs for retrieving the cart(s) and providing the notification to the owner as may be established by resolution of the City Council. Any owner who fails to retrieve abandoned carts in accordance with this Article in excess of three times during a specified six-month period, will be subject to a \$50.00 fine for each occurrence. An occurrence includes all carts owned by the owner that are impounded in a one-day period.

Sec. 5-08.17. Disposition of Carts After Thirty Days.

According to State law, any cart not reclaimed from the City within thirty (30) days after notification to the owner shall be sold or otherwise disposed of by the City. Any cart that fails to have the identification required by State law or this Article may be sold or otherwise immediately disposed of at the discretion of the City.

Sec. 5-08.18. Severability.

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

SECTION 2. This Ordinance will take effect thirty (30) days from and after its adoption.

PASSED AND ADOPTED this _____ day of November 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney



City of Salinas

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Legislation Text

File #: ID#18-574, Version: 1

Minutes

Approve minutes of October 9, 2018.



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Meeting Minutes - Unofficial

City Council

Mayor Joe Gunter

Councilmembers:

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

Kimbley Craig, 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

Tuesday, October 9, 2018

4:00 PM

SALINAS ROTUNDA

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 7 - Councilmember Tony Barrera
Councilmember Kimbley Craig
Councilmember Scott Davis
Councilmember Gloria De La Rosa
Councilmember Steve McShane
Councilmember John Villegas
Mayor Joe Gunter

PROCLAMATION

The City Council proclaimed:

National Fire Prevention Week, October 7 – 13, 2018

National Code Enforcement Week, October 8 – 12, 2018

PRESENTATION

Received the following presentation:

Legislative Update - Assemblymember Anna M. Caballero, District 30

Assemblymember Caballero reported that the State of California approved a \$201 billion budget with the current state of the economy. Additionally, there was a \$16 billion placed in reserve in preparation for the recession and in efforts to minimize the overall impact on services. State budget focused funding on healthcare, education, transportation and housing. The City of Salinas is slated to receive approximately \$5.6 million, \$32 million county-wide in SB 1 funding for infrastructure. The state has allocated \$500 million dollars to provide homeless services with a Strong Community of Care funding and accountability available to local jurisdictions through State of California Housing and Community Development.

GENERAL PUBLIC COMMENTS

Received public comment.

CONSIDERATION

[ID#18-554](#)

Year Round Homeless Shelter and Permanent Supportive/Transitional Housing, and Temporary Warming Shelter Memorandum of Understanding

Received report from Planning Manager Anastacia Wyatt which is filed in the City Clerk's Office as the official record. Monterey County Board of Supervisor Luis Alejo addressed the Council expressing support for the collaboration with the City via the proposed MOU.

The following audience members commented on the report:

Andy Rousch, First Presbyterian Church

Andy Rousch read writtend statement from Nona Childress

_____, Business Owner

Bill Harris

Chris Barrera, LULAC President

Virginia Rocca Barton Elementrary School Parent; translation provided by FAST Services

Virginia Rocca Barton Elementrary School Parent; translation provided by FAST Services

Dick Renard, Faith Community

Unidentified audience member

Unidentified audience member

Virginia Rocca Barton Elementrary School Parent; translation provided by FAST Services

Mike

Barry, Creekbridge resident

Dominic Dursa

Yolanda Hayes, Creekbridge resident

Salvador Maldonado

Anik Quezada, Creekbridge resident

Veronica Torrez, translation provided by FAST Services

Jeff Taylor

Unidentified audience member

Unidentified audience member

Jesse Armenta, Warming Shelter Manager

Ulises Flores (?)

Upon motion by Councilmember Craig, second by Councilmember McShane, Resolution 21495 authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the County of Monterey (County) to establish roles and responsibilities on: 1) development and operation of a new homeless shelter at 855 East Laurel Drive; and 2) development of permanent supportive/transitional housing at 1220 Natividad Road; and 3) continued operations of a temporary warming shelter at 111 West Alisal Street until the new shelter can be occupied was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Noes: 1 - Councilmember Barrera

Enactment No: RES 21495

CONSENT AGENDA

[ID#18-558](#)

Minutes

Upon motion by Councilmember Craig, second by Councilmember Villegas, minutes of September 25, 2018 were approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

ID#18-553

Financial Claims Report

Upon motion by Councilmember Craig, second by Councilmember Villegas, the financial claims report was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

ID#18-335

Boots Road Group, LLC Professional Services Agreement

Upon motion by Councilmember Craig, second by Councilmember McShane, Resolution 21496 authorizing the City Manager to execute a Professional Services Agreement between the City of Salinas and Boots Road Group, LLC, in an amount up to a total of \$104,280.00 was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Noes: 1 - Councilmember Barrera

Enactment No: RES 21496

ID#18-420

Conflict of Interest Code - Biennial Review

Upon motion by Councilmember Craig, second by Councilmember Villegas, Ordinance 2608 amending Salinas City Code Chapter 1, Article 3, Section 1-03.03 was adopted. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: ORD 2608

ID#18-468

Property Exchange with Granite Rock

Upon motion by Councilmember Craig, second by Councilmember McShane, Resolution 21497 that authorizes the City Manager to execute a Property Exchange Agreement with Granite Rock to provide the necessary access road from the new Public Safety Headquarters at 312 E Alisal to Work Street was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: RES 21497

[ID#18-518](#)**Removal of Uncontrolled Marked Crosswalk at Williams Road and Quilla Street**

*The following audience member commented on the report:
Mary Ann Worden*

Upon motion by Councilmember Craig, second by Councilmember Davis, Resolution 21498 to remove of the uncontrolled marked crosswalk located at the intersection of Williams Road and Quilla Street was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: RES 21498

[ID#18-521](#)**Atlantic Street “No Parking” Red Zone(s)**

Upon motion by Councilmember Davis, second by Councilmember McShane, Resolution 21499 authorizing the establishment of an estimated total of 195 feet of “No Parking” Red Zone(s) along Atlantic Street was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: RES 21499

[ID#18-524](#)**Elvee Drive Improvement Project, CIP 9117**

Upon motion by Councilmember Craig, second by Councilmember Villegas, Resolution 21500 authorizing the Public Works Director, in consultation with the City Attorney, to sign an agreement between the City of Salinas and PG&E to return the high voltage electrical overhead transmission lines to its original alignment for an approximate amount of \$350,000 was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: RES 21500

[ID#18-526](#)**NPDES Water Quality Monitoring Program for FY 18/19**

Upon motion by Councilmember McShane, second by Councilmember Barrera, Resolution 21501 approving the expenditure of \$203,990 for the Salinas NPDES Water Quality Monitoring Program for FY 18/19 utilizing a Master Services Agreement approved in May 2018 between 2NDNATURE and the City of Salinas was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane and Councilmember Villegas

Absent: 1 - Mayor Gunter

Enactment No: RES 21501

[ID#18-527](#)

Parking Restrictions at the Driveway of 729 East Market Street

Upon motion by Councilmember De La Rosa, second by Councilmember Davis, Resolution 21502 for the establishment of an approximate total of 130 feet of "No Parking" Red Zone(s) adjacent to the driveway of 729 East Market Street was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barrera, Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Enactment No: RES 21502

[ID#18-537](#)

Municipal Art Fund Expenditure Approval

Upon motion by Councilmember McShane, second by Councilmember Davis, Resolution 21503 approving the expenditure of up to \$56,600 from the Municipal Art Fund for the purpose of contracting with a consultant to facilitate the creation of a Public Arts Master Plan for the City was approved. The motion carried by the following vote:

Ayes: 6 - Councilmember Craig, Councilmember Davis, Councilmember De La Rosa, Councilmember McShane, Councilmember Villegas and Mayor Gunter

Noes: 1 - Councilmember Barrera

Enactment No: RES 21503

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

Councilmember McShane highlighted events he attended which included the Salinas Valley Chamber of Commerce Gala and the Monterey County Hospitality Association. He encouraged the community to attend the Dia de los Muertos event at the Steinbeck Center. He expressed support of the City's tree planting efforts through the Adopt-A-Tree program. He announced he is joining Salinas City Elementary School District to celebrate their 150th anniversary on October 12. Councilmember McShane reported the City of Salinas will be designated by Salinas Valley Memorial Healthcare System as a BlueZone community. In closing he requested an update on the Board of Appeals. Request was second by Councilmember Villegas.

Councilmember Villegas announced he attended a successful Ciclovia event and the CDBG/Housing Subcommittee where they continue to discuss housing issues in the City. He stated he is pleased with the outcome of the Creekbridge clean-up and further requested an update on the County's clean-up cost share and how that will be collected.

Councilmember Craig reported the Transportation Agency for Monterey County Rail Policy Committee of October 1 was canceled. She reported she attended the Monterey County Convention and Visitors Bureau (MCCVB) meeting where they discussed MCCVB's proposed Visitors Center move from Elistero Park to Munras Avenue and was not received well by the community. She announced that Salinas Valley Recycles annual Strategic Planning Retreat is scheduled for October 18 from 3 p.m. to 7 p.m.

Councilmember De La Rosa highlighted community events she attended and commended staff, public safety and the community for their support of the Sobranes

Block Party. Councilmember De La Rosa requested an update from city staff regarding the County's plan for property at 331 N. Sanborn Road.

Councilmember Barrera commended staff for the planting of trees at Closter Park and public safety for their participation in Ciclovía.

Mayor Gunter reported that he met with Union Pacific at the League of California Cities and are looking forward to working with the city on ongoing clean-ups at the railroad tracks. Mayor Gunter reported he attended a youth leadership class at First Tee of Monterey County and a meeting at the Corral de Tierra Rotary Club.

ADJOURNMENT

Meeting adjourned at 8:30 p.m.



City of Salinas

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

Legislation Text

File #: ID#18-577, Version: 1

Financial Claims

Approve financial claims report.

City of Salinas

Claim Check Report 425689-425871

From Payment Date: 10/5/2018 - To Payment Date: 10/9/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425689	10/09/2018	Open	Ana Jacinto	\$3.00
425690	10/09/2018	Open	Angeline Sickler	\$10.57
425691	10/09/2018	Open	CACEO	\$99.00
425692	10/09/2018	Open	Daniela DeBaca	\$1.50
425693	10/09/2018	Open	Jeffrey Johnson	\$104.00
425694	10/09/2018	Open	Megan Hunter	\$16.25
425695	10/09/2018	Open	Monterey County Business Council	\$30.00
425696	10/09/2018	Open	Patricia Barajas	\$126.17
425697	10/09/2018	Open	South Bay Regional Public Safety	\$800.00
425698	10/09/2018	Open	Sylvia Perez	\$229.00
425699	10/09/2018	Open	Kaylie Low	\$63.66
425700	10/09/2018	Open	LULAC Council #2055	\$85.00
425701	10/09/2018	Open	LULAC Council #2055	\$85.00
425702	10/09/2018	Open	Michael Barnhart	\$256.60
425703	10/05/2018	Open	Government Financial Solutions Inc	\$6,790.00
425704	10/05/2018	Open	Jeffrey Johnson	\$5,391.73
425705	10/09/2018	Open	2NDNATURE, LLC	\$94,287.93
425706	10/09/2018	Open	ABAG Power Purchasing Pool	\$11,960.00
425707	10/09/2018	Open	Airgas, Inc dba Airgas USA, LLC	\$65.03
425708	10/09/2018	Open	Alert-All Corporation	\$2,363.73
425709	10/09/2018	Open	Alhambra and Sierra Spring DS Waters of America LP	\$77.68
425710	10/09/2018	Open	Alhambra and Sierra Spring DS Waters of America LP	\$10.00
425711	10/09/2018	Open	Alhambra and Sierra Spring DS Waters of America LP	\$638.74
425712	10/09/2018	Open	All Safe Security Alarm	\$135.00
425713	10/09/2018	Open	All Safe Security Alarm	\$90.00
425714	10/09/2018	Open	All Safe Security Alarm	\$105.00
425715	10/09/2018	Open	Amer Future Systems dba Ctr for Ed. & Emp. Law	\$254.95
425716	10/09/2018	Open	Ameri Pride Valley Uniform Services	\$1,731.91
425717	10/09/2018	Open	American Supply Company	\$1,224.59
425718	10/09/2018	Open	Anderson Pacific Engineering Construction Inc.	\$37,078.60
425719	10/09/2018	Open	Animal Friends Rescue Project	\$555.00
425720	10/09/2018	Open	Aon Risk Insurance Services West, Inc.	\$4,000.00
425721	10/09/2018	Open	Asap Alisal Signs And Printing	\$66.64
425722	10/09/2018	Open	AT&T Mobility	\$119.61
425723	10/09/2018	Open	AT&T Mobility	\$22.19
425724	10/09/2018	Open	Bergkamp Incorporated	\$780.24
425725	10/09/2018	Open	Boots Road Group LLC	\$345.00
425726	10/09/2018	Open	Borchard Farms	\$1,834.00
425727	10/09/2018	Open	Bound Tree Medical	\$167.84
425728	10/09/2018	Open	Brodart Company	\$387.00
425729	10/09/2018	Open	CALIFA Group	\$4,170.44

City of Salinas

Claim Check Report 425689-425871

From Payment Date: 10/5/2018 - To Payment Date: 10/9/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425730	10/09/2018	Open	California Towing and Transport	\$875.60
425731	10/09/2018	Open	Callyo 2009 Corp	\$3,900.00
425732	10/09/2018	Open	Car Tech Auto Collision and Glass Inc	\$6,566.62
425733	10/09/2018	Open	Carlos A Esquivel DbA Jacobs Maintenance Services	\$8,140.00
425734	10/09/2018	Open	CDW-G	\$1,115.89
425735	10/09/2018	Open	CEB	\$229.83
425736	10/09/2018	Open	Cintas	\$1,748.85
425737	10/09/2018	Open	Clark Pest Control	\$158.00
425738	10/09/2018	Open	Coast Automotive Warehouse Inc	\$632.61
425739	10/09/2018	Open	Comcast (Business)	\$117.60
425740	10/09/2018	Open	Comcast (Business)	\$176.76
425741	10/09/2018	Open	Comcast (Business)	\$704.08
425742	10/09/2018	Open	Community Systems LLC	\$2,125.00
425743	10/09/2018	Open	Craig Fairbanks	\$4,263.31
425744	10/09/2018	Open	CSG Consultants	\$21,155.00
425745	10/09/2018	Open	Dataflow Business Systems Inc	\$1,934.82
425746	10/09/2018	Open	Deluxe Small Business Sales Inc	\$2,357.38
425747	10/09/2018	Open	Department Of Justice	\$128.00
425748	10/09/2018	Open	Don Chapin Inc	\$1,509.26
425749	10/09/2018	Open	Edges Electrical Group, LLC	\$56.87
425750	10/09/2018	Open	Edilcia Perez dba Ella Fitness	\$416.00
425751	10/09/2018	Open	Elmer's Auto Parts	\$294.69
425752	10/09/2018	Open	Emergency Vehicle Specialists, Inc.	\$4,515.74
425753	10/09/2018	Open	FAST Services	\$360.00
425754	10/09/2018	Open	Fastenal Company	\$10.77
425755	10/09/2018	Open	Fed Ex	\$91.31
425756	10/09/2018	Open	Ferguson Enterprises Inc #679	\$630.50
425757	10/09/2018	Open	First Alarm	\$302.91
425758	10/09/2018	Open	Global Rental Company Inc.	\$3,854.45
425759	10/09/2018	Open	Golden State Emergency Vehicle Service Inc	\$3,812.27
425760	10/09/2018	Open	Granite Construction Company	\$17,434.36
425761	10/09/2018	Open	Granite Rock Co	\$1,505.60
425762	10/09/2018	Open	Granite Rock Co	\$53,015.39
425763	10/09/2018	Open	Granite Rock Co	\$19,707.56
425764	10/09/2018	Open	Green Rubber Kennedy Ag	\$442.39
425765	10/09/2018	Open	HD Supply White Cap Construction Supply	\$249.08
425766	10/09/2018	Open	Hope Rehabilitation Services	\$620.35
425767	10/09/2018	Open	Hydro Turf	\$223.11
425768	10/09/2018	Open	Ingram Book Company	\$6,871.52
425769	10/09/2018	Open	Invarion Inc	\$1,295.00
425770	10/09/2018	Open	Jacqueline Pacelli	\$4,129.74

City of Salinas

Claim Check Report 425689-425871

From Payment Date: 10/5/2018 - To Payment Date: 10/9/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425771	10/09/2018	Open	Jesse And Evan Inc dba La Plaza Bakery	\$85.44
425772	10/09/2018	Open	Julia Nix Petty Cash Custodian	\$250.52
425773	10/09/2018	Open	Kelly Henderson	\$150.00
425774	10/09/2018	Open	Kimley Horn And Assoc Inc	\$1,500.00
425775	10/09/2018	Open	Kosmont & Associates, Inc. dba Kosmont Companies	\$4,243.20
425776	10/09/2018	Open	L.C. Action	\$8,424.49
425777	10/09/2018	Open	L.N. Curtis & Sons dba Curtis Blue Line	\$842.32
425778	10/09/2018	Open	Landset Engineers Inc	\$975.00
425779	10/09/2018	Open	Lehr Auto Electric	\$318.43
425780	10/09/2018	Open	Life Assist	\$6,049.68
425781	10/09/2018	Open	Lyle Signs Inc	\$4,976.50
425782	10/09/2018	Open	Manuel Jr Partida Db a Manuel and Sons Carpet Clean	\$462.00
425783	10/09/2018	Open	Midwest Tape, LLC dba Midwest Tape	\$554.49
425784	10/09/2018	Open	Miguel Lozoya Burciaga	\$3,188.59
425785	10/09/2018	Open	Mike Andresen	\$728.00
425786	10/09/2018	Open	Mission Uniform Service	\$218.71
425787	10/09/2018	Open	ModSpace	\$448.54
425788	10/09/2018	Open	Monterey County Health Department	\$3,700.00
425789	10/09/2018	Open	Monterey County Petroleum	\$9,806.48
425790	10/09/2018	Open	Monterey Transfer and Storage Inc	\$74.25
425791	10/09/2018	Open	MWI Veterinary Supply Company	\$491.97
425792	10/09/2018	Open	My Chevrolet	\$124.18
425793	10/09/2018	Open	Napa Auto Parts	\$903.11
425794	10/09/2018	Open	New Image Landscape Company	\$240.00
425795	10/09/2018	Open	Office Depot Business Service Division	\$696.05
425796	10/09/2018	Open	Owen Equipment Sales	\$2,924.82
425797	10/09/2018	Open	P and R Towing	\$198.00
425798	10/09/2018	Open	Pacific Coast Battery Service Inc	\$494.08
425799	10/09/2018	Open	Pacific Gas and Electric Company	\$547.56
425800	10/09/2018	Open	Pacific Products and Services LLC	\$4,021.64
425801	10/09/2018	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$100.00
425802	10/09/2018	Open	Peninsula Business Interior	\$792.00
425803	10/09/2018	Open	Peninsula Messenger, LLC	\$210.00
425804	10/09/2018	Open	Pinnacle Medical Group Inc	\$513.00
425805	10/09/2018	Open	Pioneer Research Corporation	\$5,196.80
425806	10/09/2018	Open	Praxair	\$568.64
425807	10/09/2018	Open	Professional Police Supply, Inc dba Adamson Police	\$6,513.18
425808	10/09/2018	Open	Public Sector Personnel Consultants	\$8,100.00
425809	10/09/2018	Open	Quality Water Enterprises	\$486.90
425810	10/09/2018	Open	R3 Consulting Group, Inc.	\$3,235.00
425811	10/09/2018	Open	RDO Equipment Company	\$185.53

City of Salinas

Claim Check Report 425689-425871

From Payment Date: 10/5/2018 - To Payment Date: 10/9/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425812	10/09/2018	Open	Recorded Books	\$412.91
425813	10/09/2018	Open	Rene Parra DbA Rene Extrem Team Martial Arts	\$598.00
425814	10/09/2018	Open	Ronald Burke DbA Burke's Upholstery	\$135.00
425815	10/09/2018	Open	S & L Investments dba Salinas Valley ProSquad	\$300.38
425816	10/09/2018	Open	Salinas Urgent Care Doctors On Duty	\$537.00
425817	10/09/2018	Open	Salinas Valley Ford Inc	\$10,992.89
425818	10/09/2018	Open	Salinas Valley Solid Waste Authority	\$346.50
425819	10/09/2018	Open	Salinas Valley Tourism And Visitors Bureau	\$10,400.00
425820	10/09/2018	Open	Same Day Shred	\$77.50
425821	10/09/2018	Open	San Francisco Chronicle	\$676.00
425822	10/09/2018	Open	San Lorenzo Lumber	\$1,755.06
425823	10/09/2018	Open	Scott's PPE and Recon	\$159.00
425824	10/09/2018	Open	Sentry Alarm System	\$6,691.73
425825	10/09/2018	Open	Shaw HR Consulting Inc	\$1,837.50
425826	10/09/2018	Open	Smith and Enright Landscaping	\$11,324.58
425827	10/09/2018	Open	Smokey Key Service	\$1,218.02
425828	10/09/2018	Open	SpeakWrite LLC	\$10,001.27
425829	10/09/2018	Open	Star Sanitation Services	\$319.53
425830	10/09/2018	Open	Star Tune	\$167.00
425831	10/09/2018	Open	Stericycle Inc	\$121.00
425832	10/09/2018	Open	Steve Striffler	\$1,000.00
425833	10/09/2018	Open	Steven B. Mattocks	\$4,050.20
425834	10/09/2018	Open	SUBA	\$400.00
425835	10/09/2018	Open	Summit Uniform	\$326.66
425836	10/09/2018	Open	Target Pest Control	\$500.00
425837	10/09/2018	Open	ThyssenKrupp Elevator	\$4,629.03
425838	10/09/2018	Open	Tracy Molfino	\$11,526.00
425839	10/09/2018	Open	Tri County Fire Protection	\$117.43
425840	10/09/2018	Open	Tri-County Fire Protection Inc	\$400.00
425841	10/09/2018	Open	TriTech Software Systems	\$404,239.55
425842	10/09/2018	Open	Trowbridge Enterprises dba Palace Art and Office S	\$1,213.86
425843	10/09/2018	Open	United Parcel Service	\$63.87
425844	10/09/2018	Open	United Site Services	\$538.69
425845	10/09/2018	Open	United States Postal Service	\$2,406.50
425846	10/09/2018	Open	University Corp At Monterey Bay dba Small Business	\$500.00
425847	10/09/2018	Open	Uretsky Security	\$504.00
425848	10/09/2018	Open	US Postmaster	\$214.00
425849	10/09/2018	Open	Valley Fabrication Inc	\$303.51
425850	10/09/2018	Open	Valley Saw Shop	\$48.06
425851	10/09/2018	Open	Verizon Wireless	\$2,419.41
425852	10/09/2018	Open	Verizon Wireless	\$4,386.11

City of Salinas

Claim Check Report 425689-425871

From Payment Date: 10/5/2018 - To Payment Date: 10/9/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425853	10/09/2018	Open	Verizon Wireless	\$420.00
425854	10/09/2018	Open	Verizon Wireless	\$1,910.67
425855	10/09/2018	Open	Verizon Wireless	\$2,417.82
425856	10/09/2018	Open	Verizon Wireless	\$527.32
425857	10/09/2018	Open	Verizon Wireless	\$273.60
425858	10/09/2018	Open	Veronica Tam And Associates Inc	\$11,263.00
425859	10/09/2018	Open	Vision Service Plan	\$161.94
425860	10/09/2018	Open	W W Grainger Inc	\$874.55
425861	10/09/2018	Open	Walmart Community BRC	\$406.82
425862	10/09/2018	Open	Water Tech	\$556.65
425863	10/09/2018	Open	We Tip Inc	\$4,500.00
425864	10/09/2018	Open	Alyssa Cuccia	\$164.00
425865	10/09/2018	Open	Diana Blankenship	\$75.00
425866	10/09/2018	Open	John Mankowski	\$75.00
425867	10/09/2018	Open	Juhyun Hong	\$150.00
425868	10/09/2018	Open	Kathy L Short	\$38.00
425869	10/09/2018	Open	Krista Castelluccio	\$106.50
425870	10/09/2018	Open	Patty Lamar	\$100.00
425871	10/09/2018	Open	Sandra Jimenez	\$164.00
Type Check Totals:				\$959,822.54
General Account - General Account Totals				

City of Salinas

Claim Check Report 425872-426042

From Payment Date: 10/16/2018 - To Payment Date: 10/16/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425872	10/16/2018	Open	Bryan McKinley	\$24.50
425873	10/16/2018	Open	Cary Lesch	\$96.25
425874	10/16/2018	Open	Ciro Barboza	\$136.50
425875	10/16/2018	Open	Dana Cornelison	\$202.50
425876	10/16/2018	Open	David Pritt	\$24.50
425877	10/16/2018	Open	Derek Gibson	\$24.50
425878	10/16/2018	Open	Don Reynolds	\$1,814.64
425879	10/16/2018	Open	Douglas Dirksen	\$96.25
425880	10/16/2018	Open	Edwin Cruz	\$186.00
425881	10/16/2018	Open	Elani Trejo	\$35.07
425882	10/16/2018	Open	Elizabeth Roberts	\$51.00
425883	10/16/2018	Open	Gabriel Gonzalez	\$136.50
425884	10/16/2018	Open	Gustavo Alvarez	\$46.37
425885	10/16/2018	Open	James Serrano	\$12.75
425886	10/16/2018	Open	Jeffrey Johnson	\$96.25
425887	10/16/2018	Open	Jim Pia	\$1,181.26
425888	10/16/2018	Open	Jose Arreola	\$85.35
425889	10/16/2018	Open	Joseph Desante	\$150.00
425890	10/16/2018	Open	Joseph Gunter	\$94.75
425891	10/16/2018	Open	Julia Nix	\$455.50
425892	10/16/2018	Open	Juliane Sharpe	\$47.00
425893	10/16/2018	Open	Keith Emery	\$261.25
425894	10/16/2018	Open	Kenneth Schwener	\$136.50
425895	10/16/2018	Open	Lowellen Sucgang	\$51.00
425896	10/16/2018	Open	Matthew Evarts	\$24.00
425897	10/16/2018	Open	Michele Lea Vaughn	\$96.25
425898	10/16/2018	Open	Mila Rianto	\$118.72
425899	10/16/2018	Open	Patricia Penaloza	\$169.16
425900	10/16/2018	Open	Pedro Gomez	\$136.50
425901	10/16/2018	Open	Raul Rosales	\$47.00
425902	10/16/2018	Open	Ray Corpuz	\$51.75
425903	10/16/2018	Open	Roberto Filice	\$1,426.61
425904	10/16/2018	Open	Ruben Sanchez	\$186.00
425905	10/16/2018	Open	Segolene Rubin	\$12.00
425906	10/16/2018	Open	Shane VanderVeen	\$885.00
425907	10/16/2018	Open	Steven Criste	\$165.00
425908	10/16/2018	Open	American River College	\$76.00
425909	10/16/2018	Open	Dave Shaw	\$15.00
425910	10/16/2018	Open	Ernesto Ramos	\$111.18
425911	10/16/2018	Open	MCCEPD	\$45.00
425912	10/16/2018	Open	Open Text Corporation	\$5,500.00

City of Salinas

Claim Check Report 425872-426042

From Payment Date: 10/16/2018 - To Payment Date: 10/16/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425913	10/16/2018	Open	Preferred Alliance	\$295.00
425914	10/16/2018	Open	Third Degree Communications	\$1,500.00
425915	10/16/2018	Open	Val Paredes	\$24.50
425918	10/16/2018	Open	4Leaf Inc	\$13,932.70
425919	10/16/2018	Open	A1 Autobody (Guthrie Enterprise Inc)	\$1,961.88
425920	10/16/2018	Open	Acme Car Wash (William Pierce Inc)	\$1,681.98
425921	10/16/2018	Open	Action Target, Inc	\$1,286.14
425922	10/16/2018	Open	Alhambra and Sierra Spring DS Waters of America LP	\$370.26
425923	10/16/2018	Open	Alhambra and Sierra Spring DS Waters of America LP	\$286.39
425924	10/16/2018	Open	Amazon.Com	\$98.31
425925	10/16/2018	Open	American Supply Company	\$1,239.24
425926	10/16/2018	Open	Beatriz A Barajas - Petty Cash Custodian	\$414.65
425927	10/16/2018	Open	Blancas Construction, Inc.	\$4,500.00
425928	10/16/2018	Open	Blue Gavel Press	\$129.38
425929	10/16/2018	Open	Cal-West	\$22,745.00
425930	10/16/2018	Open	California Building Standards Commission	\$896.40
425931	10/16/2018	Open	California Towing and Transport	\$50.00
425932	10/16/2018	Open	California Water Service	\$8,303.09
425933	10/16/2018	Open	Carlons Fire Extinguishers Inc	\$123.83
425934	10/16/2018	Open	Carlos A Esquivel DbA Jacobs Maintenance Services	\$970.00
425935	10/16/2018	Open	CDW-G	\$4,559.45
425936	10/16/2018	Open	CHISPA Inc.	\$63,511.00
425937	10/16/2018	Open	Coast Automotive Warehouse Inc	\$164.34
425938	10/16/2018	Open	Comcast (Business)	\$255.68
425939	10/16/2018	Open	Comcast (Business)	\$106.23
425940	10/16/2018	Open	Comcast (Business)	\$152.08
425941	10/16/2018	Open	Comcast (Business)	\$161.96
425942	10/16/2018	Open	Commercial Truck Company	\$9.21
425943	10/16/2018	Open	CONCERN	\$3,881.00
425944	10/16/2018	Open	CPS HR Consulting	\$401.35
425945	10/16/2018	Open	CSC Of Salinas	\$1,357.51
425946	10/16/2018	Open	CSG Consultants	\$18,240.00
425947	10/16/2018	Open	Davgp, Inc. dba Salinas Valley Tire	\$863.19
425948	10/16/2018	Open	Denise Ledezma Petty Cash	\$213.29
425949	10/16/2018	Open	Department Of Conservation	\$2,403.30
425950	10/16/2018	Open	Department Of Justice	\$1,076.00
425951	10/16/2018	Open	Development Counsellors Int Ltd	\$10,200.00
425952	10/16/2018	Open	Don Chapin Inc	\$695.03
425953	10/16/2018	Open	East Bay Tire Company	\$5,468.57
425954	10/16/2018	Open	Economic & Planning Systems, Inc.	\$4,572.55
425955	10/16/2018	Open	En Pointe Technologies Sales LLC	\$668.27

City of Salinas

Claim Check Report 425872-426042

From Payment Date: 10/16/2018 - To Payment Date: 10/16/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425956	10/16/2018	Open	FAST Services	\$180.00
425957	10/16/2018	Open	Fed Ex	\$10.75
425958	10/16/2018	Open	Granite Construction Company	\$6,938.46
425959	10/16/2018	Open	Granite Rock Co	\$1,870.20
425960	10/16/2018	Open	Heather A Hardee dba Hardee Polygraph Services	\$2,785.00
425961	10/16/2018	Open	Home Depot Credit Services	\$43.63
425962	10/16/2018	Open	Hope Rehabilitation Services	\$489.75
425963	10/16/2018	Open	Hugo Perez dba Chp Custom Design	\$1,400.00
425964	10/16/2018	Open	Hydro Turf	\$56.21
425965	10/16/2018	Open	Ingram Book Company	\$8,561.32
425966	10/16/2018	Open	Jensco Inc Db a J M Electric	\$204.00
425967	10/16/2018	Open	Jesse And Evan Inc dba La Plaza Bakery	\$119.00
425968	10/16/2018	Open	Johnson Associates	\$32.72
425969	10/16/2018	Open	Jon D Stocker	\$1,072.00
425970	10/16/2018	Open	Julio Gil dba Central Coast Sign and Design	\$2,094.65
425971	10/16/2018	Open	Kanco Inc. / Mighty Auto Parts	\$162.19
425972	10/16/2018	Open	Kimley Horn And Assoc Inc	\$181,505.04
425973	10/16/2018	Open	L.C. Action	\$452.12
425974	10/16/2018	Open	LexisNexis Risk Data Management Inc Accurint Acct	\$54.50
425975	10/16/2018	Open	Liebert Cassidy Whitmore	\$70.00
425976	10/16/2018	Open	MGT Of America Inc	\$7,000.00
425977	10/16/2018	Open	Midwest Tape, LLC dba Midwest Tape	\$553.83
425978	10/16/2018	Open	Mila Rianto	\$40.00
425979	10/16/2018	Open	Monterey County Convention And Visitors Bureau	\$76,343.20
425980	10/16/2018	Open	Monterey County Peace Officers Assoc	\$315.00
425981	10/16/2018	Open	Monterey County Petroleum	\$44,747.20
425982	10/16/2018	Open	Monterey County The Herald	\$178.01
425983	10/16/2018	Open	Monterey County The Herald	\$1,838.96
425984	10/16/2018	Open	Monterey Transfer and Storage Inc	\$103.95
425985	10/16/2018	Open	MSHD Partners, LLC dba West Coast Harley-Davidson	\$579.73
425986	10/16/2018	Open	Municipal Code Corporation	\$600.00
425987	10/16/2018	Open	My Chevrolet	\$177,315.48
425988	10/16/2018	Open	My Jeep	\$437.00
425989	10/16/2018	Open	National Development Council	\$10,000.00
425990	10/16/2018	Open	NetFile Inc	\$1,250.00
425991	10/16/2018	Open	New Image Landscape Company	\$100.00
425992	10/16/2018	Open	O'Reilly Auto Parts	\$118.93
425993	10/16/2018	Open	OCLC Online Computer Library Center dba OCLC Inc.	\$3,580.00
425994	10/16/2018	Open	Office Depot Business Service Division	\$1,819.58
425995	10/16/2018	Open	Pacific Coast Battery Service Inc	\$315.95
425996	10/16/2018	Open	Pacific Gas and Electric Company	\$1,770.66

City of Salinas

Claim Check Report 425872-426042

From Payment Date: 10/16/2018 - To Payment Date: 10/16/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
425997	10/16/2018	Open	Pacific Truck Parts Inc	\$554.71
425998	10/16/2018	Open	Pedro C Estrada DbA Estrada Janitorial Service	\$7,950.00
425999	10/16/2018	Open	Peninsula Business Interior	\$3,697.05
426000	10/16/2018	Open	Pinnacle Medical Group Inc	\$1,584.00
426001	10/16/2018	Open	Pure Water	\$160.30
426002	10/16/2018	Open	R3 Consulting Group, Inc.	\$13,618.75
426003	10/16/2018	Open	Rabobank N.A	\$14.73
426004	10/16/2018	Open	Recorded Books	\$94.66
426005	10/16/2018	Open	Refrigeration Specialties	\$2,112.82
426006	10/16/2018	Open	RELX Inc. dba LexisNexis, Division of RELX Inc.	\$776.50
426007	10/16/2018	Open	Ronald Burke DbA Burke's Upholstery	\$270.00
426008	10/16/2018	Open	S & L Investments dba Salinas Valley ProSquad	\$785.78
426009	10/16/2018	Open	Salinas River Channel Stream Maint Programs River	\$15,000.00
426010	10/16/2018	Open	Salinas Valley Ford Inc	\$4,148.62
426011	10/16/2018	Open	Same Day Shred	\$32.50
426012	10/16/2018	Open	San Lorenzo Lumber	\$22.29
426013	10/16/2018	Open	Sayler Legal Service	\$919.02
426014	10/16/2018	Open	Sentry Alarm System	\$152.31
426015	10/16/2018	Open	Sheila Molinari	\$145.00
426016	10/16/2018	Open	Shred-It US JV LLC dba Shred-It USA LLC	\$387.70
426017	10/16/2018	Open	Silver and Wright LLP	\$11,693.10
426018	10/16/2018	Open	Simas-East Market LLC	\$33.12
426019	10/16/2018	Open	Smart and Final Iris	\$1,040.11
426020	10/16/2018	Open	Smith and Enright Landscaping	\$8,276.87
426021	10/16/2018	Open	Smokey Key Service	\$255.64
426022	10/16/2018	Open	Steinbeck Country Equine Clinic Inc	\$1,313.30
426023	10/16/2018	Open	Stradling Yocca Carlson and Rauth	\$6,577.50
426024	10/16/2018	Open	SUBA	\$7,244.35
426025	10/16/2018	Open	Target Pest Control	\$130.00
426026	10/16/2018	Open	Thomson-West/Barclays	\$283.09
426027	10/16/2018	Open	Tri County Fire Protection	\$4,939.49
426028	10/16/2018	Open	Trowbridge Enterprises dba Palace Art and Office S	\$787.94
426029	10/16/2018	Open	United Parcel Service	\$47.49
426030	10/16/2018	Open	Uretsky Security	\$84.00
426031	10/16/2018	Open	Veritiv Operating Company Formerly xpedx	\$1,461.38
426032	10/16/2018	Open	Verizon Wireless	\$4,486.16
426033	10/16/2018	Open	Verizon Wireless	\$11.94
426034	10/16/2018	Open	Verizon Wireless	\$1,426.67
426035	10/16/2018	Open	Walmart Community BRC	\$330.19
426036	10/16/2018	Open	Weber Hayes & Associates	\$1,020.00
426037	10/16/2018	Open	Willdan Financial Services	\$1,000.00

City of Salinas

Claim Check Report 425872-426042

From Payment Date: 10/16/2018 - To Payment Date: 10/16/2018

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
426038	10/16/2018	Open	Greenwood Chevrolet dba Hollister Powersport	\$429.00
426039	10/16/2018	Open	Javier Bezares	\$75.00
426040	10/16/2018	Open	Kenneth Cusson	\$100.00
426041	10/16/2018	Open	Lena Brianna Geraghty	\$966.62
426042	10/16/2018	Open	Mayra Torres	\$760.79
Type Check Totals:				\$838,589.63
General Account - General Account Totals				



City of Salinas

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

Legislation Text

File #: ID#18-514, Version: 1

Board of State and Community Corrections City Law Enforcement Grant

Approve a Resolution accepting the Board of State and Community Corrections (BSCC) City Law Enforcement grant in the amount of \$95,624 and to authorize the direct purchase of five Mobile License Plate Readers (LPRs) in the total amount of \$94,458.63.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: OCTOBER 23, 2018

DEPARTMENT: SALINAS POLICE DPARTMENT

FROM: ADELE FRESÉ, CHIEF OF POLICE

TITLE: BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)
CITY LAW ENFORCEMENT GRANT

RECOMMENDED MOTION:

A motion to accept a Board of State and Community Corrections (BSCC) City Law Enforcement grant in the amount of \$95,624 and to authorize the direct purchase of five Mobile License Plate Readers (LPRs) in the total amount of \$94,458.63.

RECOMMENDATION:

It is recommended that the City Council authorize the acceptance of the BSCC City Law Enforcement grant in the amount of \$95,624. Further, we recommend the City Council authorize the direct purchase of five Mobile License Plate Readers (LPRs) in the total amount of \$94,458.63. A portion of the remaining grant funds (\$600) will be used to pay a consultant to provide training to the Salinas Police Department staff on homeless outreach efforts.

BACKGROUND:

The Budget Act of 2016 allocates \$20 million to cities to increase positive outcomes between municipal law enforcement and high-risk populations. The awards were determined based on a combination of factors, including the size of police departments in each county and mental health and homeless population data. The Salinas Police Department was awarded \$95,624.

The Act allows local law enforcement agencies to use the grant funds to supplement, not supplant, the following:

1. Homeless outreach teams
2. Crisis Intervention Training for officers
3. Gang Resistance Education and Training (GREAT)
4. Resources for drug endangered children
5. Outreach to high-risk youth
6. Youth diversion programs
7. Gang and violence prevention programs

Provision 3 requires agencies that receive funding to report the following, as applicable:

1. The number of new teams established or planned to be established.
2. The type of training and the number of peace officers trained or planned to be trained.
3. The type of equipment or resources that were purchased or planned to be purchased.

The Salinas Police Department would like to purchase five Mobile License Plate Readers (LPR) 3-camera systems with integrated processors. The cost will be \$94,458.63 for all five LPRs (see attached quote). The five LPRs will be placed on five new police vehicles. The equipment meets the requirements of the grant as the equipment will be used as part of the Police Department's Violence Reduction Program targeting gang violence. It has been the Police Department's experience that Salinas gang members often utilize stolen vehicles during the commission of violent crimes such as homicides, drive-by shootings and robberies. Our hope is the LPRs will assist officers to more efficiently identify and locate stolen vehicles; and apprehend the perpetrators prior to them committing the aforementioned violent crimes, thus reducing violent crime in Salinas.

On April 3, 2018, the City Council authorized the direct purchase of license plate readers and related equipment from LEHR, a sole source provider for Vigilant Solutions. The purchasing process utilized for that purchase is the same as that recommended here: The City Council has authority pursuant to Salinas Municipal Code Sections 21-25 and 12-27 to approve this proposed purchase. Moreover, the local purchasing preference would be inapplicable without application of the local purchasing preference pursuant to Salinas Municipal Code Section 12-28.080.

Additionally, the Department would like to retain a consultant to provide training to the Police Department's staff in homeless outreach programs. The total amount to be expended for this training would be \$600.

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).

DEPARTMENTAL COORDINATION:

This effort will require coordination amongst the Police Department and the Information Technology Division, Accounting Division, and Purchasing Division of the Finance Department. The Police Department will be the ultimate user of the LPRs; the Information Technology Division will handle some installation and programming of the LPRs; the Purchasing Division will handle the direct purchase and the Accounting Division will handle the invoicing and grant reporting processes.

STRATEGIC PLAN INITIATIVE:

Acceptance of this grant is consistent with the City Council's goal of a safe, livable community. Specifically, investigating the cost and efficacy of LPRs to support crime analysis and criminal investigations a goal in the current Strategic Plan.

FISCAL AND SUSTAINABILITY IMPACT:

There is no fiscal impact to the City of Salinas. Both the LPR purchase and the homeless outreach training are one-time expenditures, which would come from the BSCC grant funds.

ATTACHMENTS

Resolution
LPR quote

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

**A RESOLUTION AUTHORIZING ACCEPTANCE OF THE BSCC LAW
ENFORCEMENT GRANT IN THE AMOUNT OF \$95,624 AND AUTHORIZING THE
DIRECT PURCHASE OF FIVE MOBILE LICENSE PLATE READERS**

WHEREAS, The City of Salinas has historically had a significant gang problem; and

WHEREAS, the Board of State and Community Corrections (BSCC), awarded the City of Salinas \$95,624 to increase positive outcomes between municipal law enforcement and high-risk populations; and

WHEREAS, the BSCC City Law Enforcement Grant is a one-time award of \$95,624 with no matching funds required; and

WHEREAS, Mobile License Plate Readers (LPRs) meet the BSCC grant's criteria by assisting police in gathering intelligence data and locating wanted vehicles; and

WHEREAS, the Salinas Police Department desires to purchase an additional five (5) license plate readers at a total cost of \$94,458.63.

NOW THEREFORE BE IT RESOLVED that the City Manager is hereby authorized to accept the BSCC Law Enforcement grant on behalf of the City; and

BE IT FURTHER RESOLVED that the Purchasing Officer is hereby authorized to direct purchase five (5) license plate readers from LEHR, a sole source provider for Vigilant Solutions for a total cost of \$64,458.63.

PASSED AND APPROVED this 23rd day of October 2018, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



Quote For:

**Salinas Police Department
5 Mobile Kits**



Quoted By:

**Lehr
Mike McGee**

Date: 07-31-18



Be Smart. Be Safe. Be Vigilant.

		Lehr 4707 Northgate Blvd Sacramento, California 95834 (P) 925-303-9513 (F) 267-393-8248			
Attention:	Salinas Police Department	Date	7/31/2018		
Project Name:	5 Mobile Kits	Quote Number:	MFM-0370-01		

PROJECT QUOTATION

We at Lehr are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(5)	Mobile LPR SYS-1 CDM-3-234-RE	Mobile LPR 3-Camera System w/ Integrated Processor (Expandable to 4 Cams) <u>Hardware:</u> <ul style="list-style-type: none"> Qty=1 Combination IR / Color LPR Camera - 25mm lens package Qty=1 Combination IR / Color LPR Camera - 35mm lens package Qty=1 Combination IR / Color LPR Camera - 50mm lens package Cameras w/integrated solid state DSPs (No moving parts) Wiring harness w/ignition control (Direct to Battery) <ul style="list-style-type: none"> Single point power connection Field installed GPS receiver for MDC (USB Connect) <u>Software:</u> <ul style="list-style-type: none"> CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> LPR vehicle license plate scanning /real time alerting Full suite of LPR tools including video tool set
Subtotal Price (Excluding sales tax)		\$66,350.00

Qty	Item #	Description
(1)	VSBSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN or Client Portal and CarDetector software updates Priced per camera per year for 15-30 total camera units Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$6,750.00

Qty	Item #	Description
(5)	SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system startup, configuration and commissioning of LPR system Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$4,375.00

Qty	Item #	Description
(5)	VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set <ul style="list-style-type: none"> • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Argent S2 Light Bars • Mounts up to four (4) LPR cameras
Subtotal Price (Excluding sales tax)		\$5,475.00

Qty	Item #	Description
(5)	VS-SHP-01	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> • Applies to each Mobile LPR System • Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$650.00

Qty	Item #	Description
(5)	Labor	Installation of (3) Camera Reaper onto Patrol Unit x 5
Subtotal Price (Excluding sales tax)		\$3,750.00

Qty	Item #	Description
(1)	Tax	Tax Local Rate 9.25%
Subtotal Price (Excluding sales tax)		\$7,108.63

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.

Quoted by: Mike McGee - 925-303-9513 - mmcgee@lehrauto.com

Total Price (Excluding sales tax)	\$94,458.63
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City of Salinas

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

Legislation Text

File #: ID#18-523, Version: 1

Elvee Drive Improvement Project, CIP 9117

Approve a Resolution authorizing an agreement between the City of Salinas and PG&E to reimburse PG&E for gas main relocation on private property, in the amount of \$77,521.15.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: OCTOBER 23, 2018
DEPARTMENT: PUBLIC WORKS
FROM: DAVID JACOBS, DIRECTOR
THRU: JAMES E. SANDOVAL, CITY ENGINEER
BY: EDA HERRERA, ASSOCIATE ENGINEER
TITLE: ELVEE DRIVE IMPROVEMENT PROJECT, CIP 9117

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the Public Works Director, in consultation with the City Attorney, to sign an agreement between the City of Salinas and PG&E to reimburse PG&E for gas main relocation on private property, in the amount of \$77,521.15.

RECOMMENDATION:

It is recommended that the City Council approve a resolution to authorize the Public Works Director, in consultation with the City Attorney, to sign an agreement between the City of Salinas and PG&E to relocate a gas main on private property, in the amount of \$77,521.15.

BACKGROUND:

On July 20, 1981, Caltrans relinquished Elvee Drive right of way to the City of Salinas, including all existing easements held by the State. One of the easements, grants all rights of ingress and egress on Elvee Drive to the City of Salinas from Coast Counties Truck and Equipment Co. PG&E was also granted an easement in the same location for their gas line facilities. Any relocation requests by the City in the shared easement is at the cost of the City because it is considered private property.

In May of 2016, the City requested PG&E to relocate a gas main on Elvee Drive that included work on the above-mentioned easement. The gas main relocation needed to occur to complete the reconstruction and widening of Elvee Drive because the gas line was too shallow to meet clearance requirements for excavation and compaction. After PG&E scheduled and relocated the gas main, PG&E billed the City the \$77,521.15 for the direct costs of work on the easement.

City staff recommends that the City Council approve this payment and authorize the City Public Works Director to sign the PG&E/City Agreement (attached in report) to reimburse PG&E for this work.

CEQA CONSIDERATION:

The environmental impacts of the proposed project have been analyzed in accordance with the California Environmental Quality Act (CEQA). An Initial Study was prepared to evaluate the potential impacts associated with the project. The City Council approved the resolution to adopt the Mitigated Negative Declaration (MND) and the Mitigation and Monitoring Reporting Program (MMRP) for the Sanborn Road/U.S. Highway 101 and Elvee Drive Improvements Project, CIP 9117 on May 6, 2014.

STRATEGIC PLAN INITIATIVE:

This item relates to the strategic plan of “Well planned City and excellent infrastructure”. The work that PG&E will perform will remove the two wooden poles and electrical overhead from City property and City right of way and relocate to PG&E property.

DEPARTMENTAL COORDINATION:

The City Attorney has reviewed the agreement.

FISCAL AND SUSTAINABILITY IMPACT:

The current budget for the Sanborn Elvee Project, Project No. 9117 is as follows:

CIP#	Funding Source		Appropriations	Encumbrances as of 9/18/2018	Available Budget
9117	Measure G Funds	1200	1,750,000	1,606,465	143,535
9117	Local Traffic Impact Dev Fee Funds	2306	2,500,000	2,493,493	6,507
9117	Measure X Fund	2510	300,000	300,000	0
9117	Trade Corridor Improvement Grant	5201	1,700,000	1,700,000	0
9117	RSTP Funds	5201	1,000,000	1,000,000	0
9117	Special Construction Bond Proceeds	5202	500,000	0	500,000
	TOTAL		7,750,000	7,099,958	650,042

PG&E’s direct costs for this project is \$77,521.15. Based on the cost, there are sufficient funds available to pay for this work.

ATTACHMENTS:

Resolution

Location Maps

Agreement between City of Salinas and PG&E

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

**A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR, IN
CONSULTATION WITH THE CITY ATTORNEY, TO SIGN AN AGREEMENT
BETWEEN THE CITY OF SALINAS AND PG&E TO REIMBURSE PG&E FOR GAS
MAIN RELOCATION ON PRIVATE PROPERTY IN THE AMOUNT OF \$77,521.15.
(ELVEE DRIVE IMPROVEMENT PROJECT CIP NO. 9117)**

WHEREAS, on July 7, 2015, the City Council approved the award of the Sanborn Road/US HWY 101/Elvee Drive Improvement Project, CIP 9117 to Granite Rock Company; and

WHEREAS, PG&E relocated 2,020 linear feet of gas main to clear the new road street structural section. And 210 linear feet of this relocation was on private property where both City of Salinas and PG&E have an easement from Coast Counties Truck and Equipment Co.; and

WHEREAS, PG&E hired a contractor and completed the relocation of gas main on Elvee Drive.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council authorizes the Public Works Director, in consultation with the City Attorney, to sign an agreement between the City of Salinas and PG&E to reimburse PG&E 210 linear feet of gas main relocation cost on private property, in the amount of \$77,521.15.

PASSED AND APPROVED this 23rd day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:

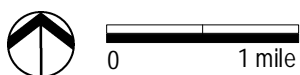
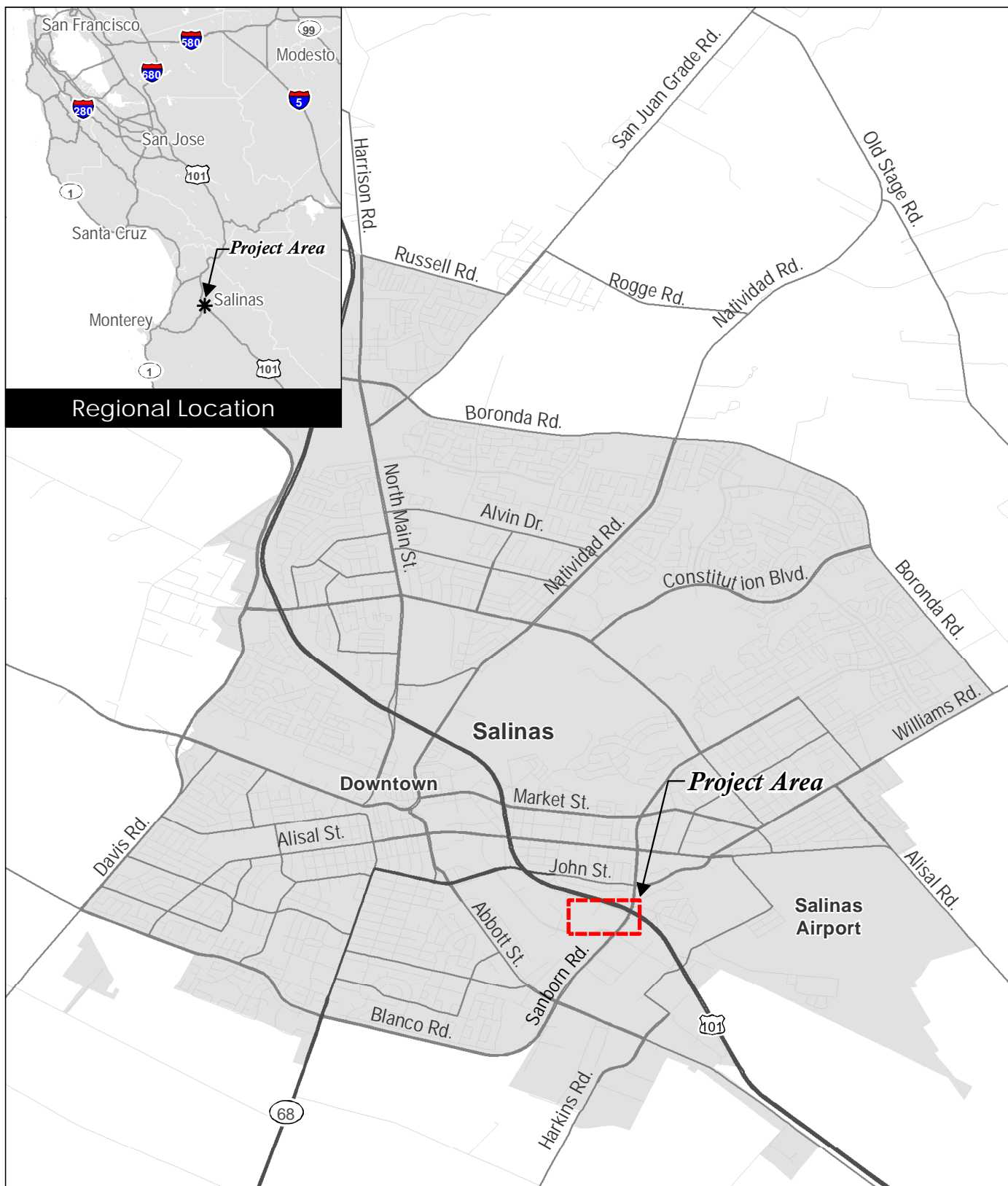
ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

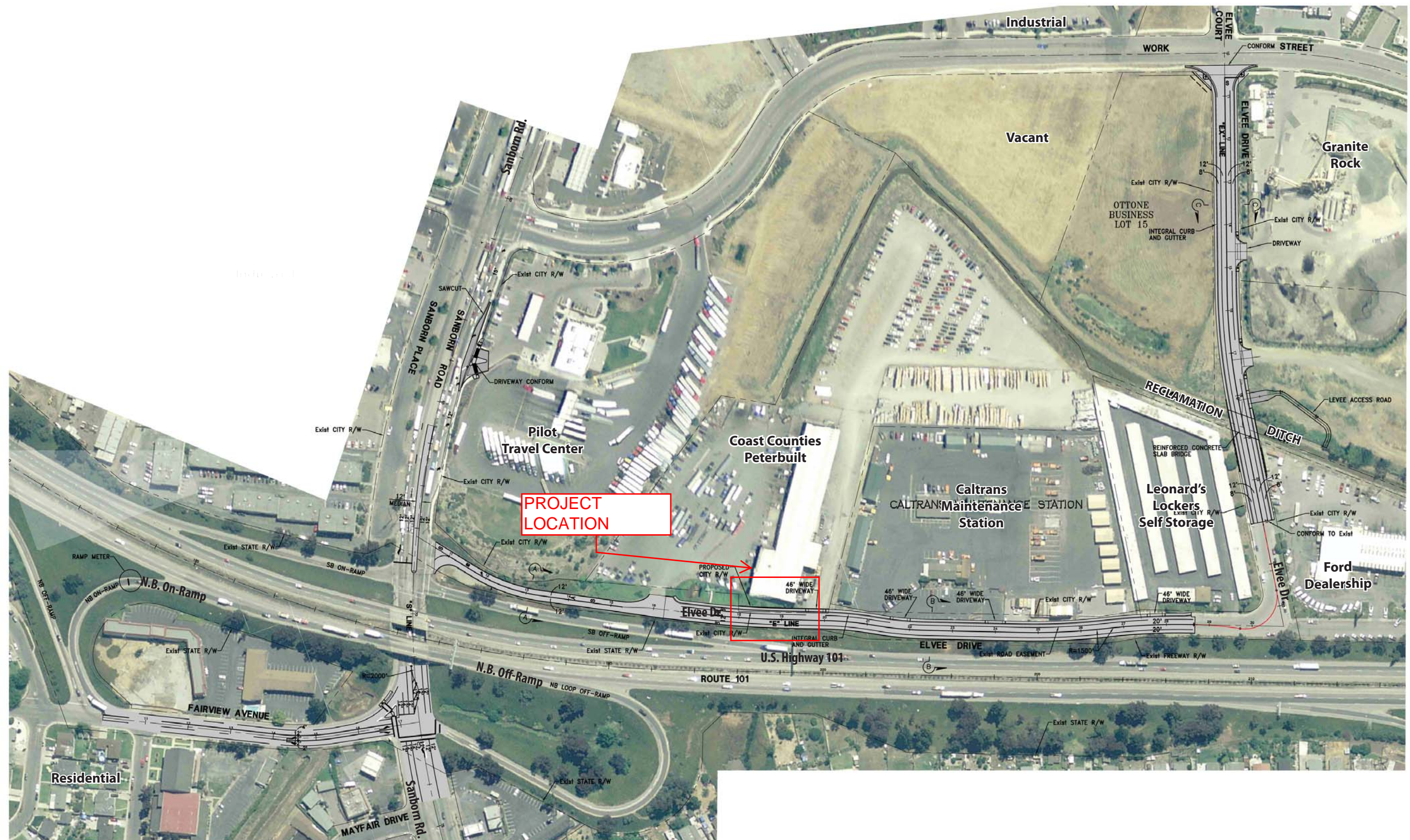


Source: ESRI StreetMap North America 2012

Figure 1
Location Map



Sanborn Road/U.S. Highway 101 and Elvee Drive Improvements Initial Study



0 225 feet

Source: Wood Rodgers 2014



Figure 2
Proposed Project Improvements

Sanborn Road/U.S. Highway 101 and Elvee Drive Improvements Initial Study



**Pacific Gas and
Electric Company®**

AGREEMENT TO PERFORM TARIFF SCHEDULE RELATED WORK¹

DISTRIBUTION:

- ☒ Applicant (Original)
☐ Division (Original)
☐ Customer Care (Copy)

REFERENCE:

31262645

City of Salinas (Applicant) has requested **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.
2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc.):

LOCATION: Elvee Drive, Salinas, CA

DESCRIPTION OF WORK: (1) Replacement of 1,828 feet of existing 4-inch steel and plastic gas main with 6-inch plastic gas main at a depth of 4 feet below the finished grade of Elvee Drive; (2) replacement of 192 feet of 2-inch Aldyl-A plastic main with 2-inch plastic main along the northern boundary of the Coast Valley's Truck property, for a total replacement of 2,020 feet of PG&E gas facilities. Out of 2020 feet of gas line replaced, the City of Salinas is liable for 210 feet. The project cost to be borne by the City of Salinas is \$77,521.15.

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of \$77,521.15 (Seventy Seven thousand Five Hundred Twenty One Dollars with Fifteen cents)

Upon completion of requested work, ownership shall vest in:

☐ PG&E

☒ Applicant

Executed this _____ day of _____ 20 ____.

This agreement is effective when accepted and executed by PG&E.

CITY OF SALINAS

PACIFIC GAS AND ELECTRIC COMPANY

David Jacobs

JEFF HAHN
Jeff Hahn

Public Works Director, P.E., L.S.

Gas Distribution Program Manager, WRO

Date

Date



City of Salinas

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

Legislation Text

File #: ID#18-550, Version: 1

“No Parking” Red Zone(s) at North Madeira Avenue and Hilltop Drive

Approve a Resolution to approve the establishment of “No Parking” red zones at the intersection of North Madeira Avenue and Hilltop Drive.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: OCTOBER 23, 2018

DEPARTMENT: PUBLIC WORKS, TRANSPORTATION & TRAFFIC DIVISION

FROM: DAVID JACOBS, DIRECTOR

BY: JAMES SERRANO, TRANSPORTATION MANAGER
KATHERINE BONILLA, ENGINEERING AIDE I

TITLE: NORTH MADEIRA AVENUE AND HILLTOP DRIVE “NO PARKING” RED ZONES

RECOMMENDED MOTION:

A motion to approve a resolution to approve the establishment of “No Parking” zones at the intersection of North Madeira Avenue and Hilltop Drive.

RECOMMENDATION:

Recommend that City Council approve the designation of “No Parking” red zones at the intersection North Madeira Avenue and Hilltop Drive to provide appropriate sight clearance.

EXECUTIVE SUMMARY:

Staff received a request to evaluate corner sight distance at the intersection of North Madeira Avenue and Hilltop Drive. Staff is recommending the restriction of approximately a total of 100 feet of parking along North Madeira Avenue, equivalent to roughly 4 spaces in total, to provide sufficient departure sight triangles.

BACKGROUND:

Staff has received a request to evaluate intersection corner sight distances at the intersection of North Madeira Avenue and Hilltop Drive. According to request, cars parked along North Madeira Avenue make it difficult for drivers to see approaching vehicles. Staff conducted a field review and determined sightlines appropriate to make a gap acceptance decision for turning movements from the minor street while providing necessary stopping sight distance for approaching vehicles along North Madeira Avenue. Staff is proposing the removal of approximately a total of 100 feet of parking, an estimated four parking spaces in total, on North Madeira Avenue to provide sufficient departure sight triangles.

Hilltop Drive is not stop controlled; traffic conditions currently do not warrant either a single side stop control or an all-way stop control condition. In this circumstance, minor-road approaches are presumed to operate similarly to a single side stop control condition, whereas minor-road vehicle operators slow and/or stop at the intersection and adequately evaluate sufficient gaps in traffic before proceeding safely without forcing a major-road vehicle to stop or unduly interfering with major-road traffic operations. In this specific application, stopping sight distance was considered to be the minimum criteria because of the significant impact to on-street parking capacity.

TRAFFIC AND TRANSPORTATION COMMISSION:

The recommendation for red zones at the intersection of Hilltop Drive and North Madeira Avenue was presented to the Traffic and Transportation Commission at its September 2018 meeting. The Commission voted 5-0 to recommend to the City Council to approve a resolution to establish an approximate total of 100 feet of parking, an estimated four (4) parking spaces, to provide sufficient departure sight triangles.

CEQA CONSIDERATION:

Staff has determined that the project 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.

STRATEGIC PLAN INITIATIVE:

The “No Parking” red zones at the intersection of North Madeira Avenue and Hilltop Drive supports the Council of “Well planned city and excellent infrastructure.”

DEPARTMENTAL COORDINATION:

Traffic staff coordinates with parking enforcement and street maintenance services on this item.

FISCAL AND SUSTAINABILITY IMPACT:

The estimated labor and material cost to red curb markings for the “No Parking” red zones on North Madeira Avenue is estimated to be \$200. Sufficient funding is available in the streets budget to fund the installations. Staff finds these red zones necessary for safety on City streets; however, maintaining these and enforcing them will be a continuing sustainability challenge for the City. Staff is beginning to track these curb markings in the City GIS in order to help manage this City program.

ATTACHMENTS:

Attachment 1: Resolution
Attachment 2: Request
Attachment 3: Sight Visibility Analysis

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

**A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING THE
DESIGNATION OF “NO PARKING” RED ZONE(S) ALONG NORTH MADEIRA
AVENUE**

WHEREAS, the City received a request to evaluate corner sight distance at the intersection of Hilltop Drive and North Madeira Avenue to determine proper sightlines necessary to provide stopping sight distance; and

WHEREAS, on September 13, 2018, the Traffic and Transportation Commission voted unanimously (5-0) to recommend to City Council to approve the designation of approximately a total of 100 feet of “No Parking” Red Zone(s) along North Madeira Avenue; and

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

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves the designation of the estimated total of 100 feet of “No Parking” Red Zone(s) along North Madeira Avenue; and

BE IT FURTHER RESOLVED that City staff is hereby authorized and directed to proceed with implementation to fully effectuate the intent of this Resolution.

PASSED AND APPROVED this 23rd day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

From: [James Serrano](#)
To: [Katie Bonilla](#)
Cc: [Andrew Easterling](#)
Subject: FW: Fw:
Date: Friday, August 03, 2018 12:58:29 PM
Attachments: [text_5.txt](#)

Katie---

This location appears similar to the Atlantic Street request. Please check if the corners require sightline clearance and also if ADA is already considered at the intersection.

Thanks.

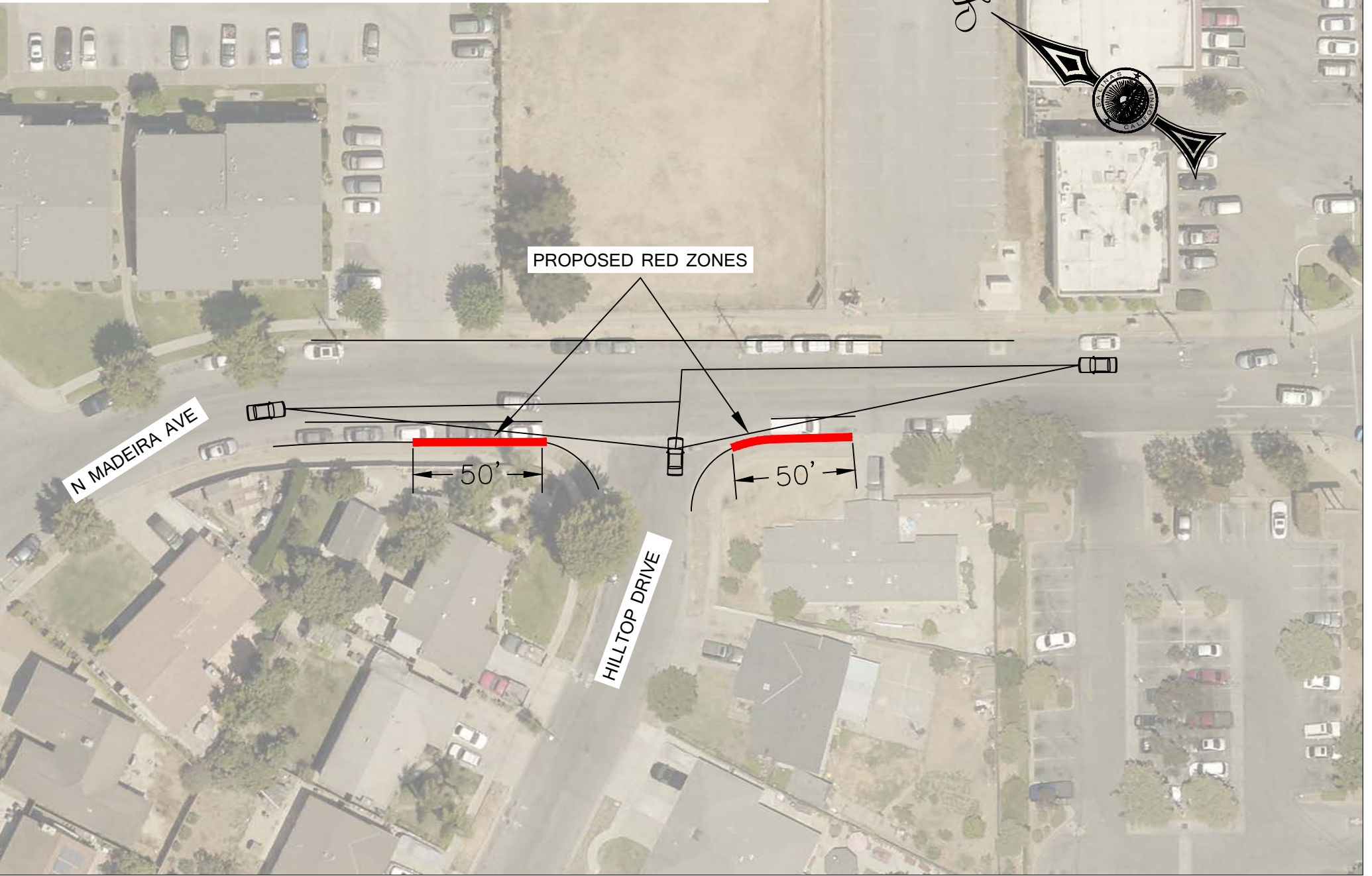
James

From: LEO DE LA ROSA [mailto:leod1827@att.net]
Sent: Friday, August 03, 2018 11:54 AM
To: Manuel Martinez <manuelma@ci.salinas.ca.us>; James Serrano <jamess@ci.salinas.ca.us>; _district4 <district4@ci.salinas.ca.us>; _salinasmayor <salinasmayor@ci.salinas.ca.us>; Lily Solorio <ladylincoln06@att.net>
Subject: Fw:

hilltop drive/n.madeira ave is a problem.on daily basis we have this issues,(parking at intesection curve,blocking view,parking on no parking zone)something needs to be done to prevent an accident.

On Friday, August 3, 2018 10:41 AM, "8312612419@mms.att.net" <8312612419@mms.att.net> wrote:

HILLTOP DRIVE/N MADEIRA AVE PROPOSED "NO PARKING" RED ZONE(S) SIGHT VISIBILITY ANALYSIS





City of Salinas

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

Legislation Text

File #: ID#18-551, Version: 1

“No Parking” Red Zone(s) along N. Madeira Avenue at La Terraza Apartments/Condominiums

Approve a Resolution approving the establishment “No Parking” red zones adjacent to the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue to provide sufficient departure sight triangles.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: OCTOBER 23, 2018

DEPARTMENT: PUBLIC WORKS, TRANSPORTATION & TRAFFIC DIVISION

FROM: DAVID JACOBS, DIRECTOR

BY: ANDREW EASTERLING, TRAFFIC ENGINEER

TITLE: “NO PARKING” RED ZONES ADJACENT TO THE DRIVEWAY
OF LA TERRAZA APT/CONDOS ALONG N. MADEIRA AVENUE

RECOMMENDED MOTION:

A motion to approve a resolution approving the establishment of “No Parking” red zones adjacent to the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue to provide sufficient corner sight distance.

RECOMMENDATION:

Recommended that City Council approve the designation of “No Parking” zones adjacent to the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue to provide sufficient corner sight distance.

EXECUTIVE SUMMARY:

Staff received a request to evaluate corner sight distance at the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue. Staff conducted a field review and determined sightlines necessary to provide the minimum stopping sight distance. Staff is recommending the designation of approximately 105 feet and 85 feet along each side of to the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue, equivalent to roughly 8 parking spaces in total, to provide sufficient departure sight triangles.

BACKGROUND:

Staff has received a request from a resident of La Terraza Apartments/Condominiums, to evaluate corner sight distances at the complex’s driveway along N. Madeira Avenue. Staff conducted a field review and determined the recommended sightlines to be appropriate to make a gap acceptance decision for turning movements from the driveways while providing necessary stopping sight distance for vehicles on N. Madeira Avenue. Accordingly, staff is proposing the removal of approximately 105 feet and 85 feet of parking along each side of to the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue to provide sufficient departure sight triangles.

Private driveways are assumed to operate similarly to a stop controlled approach from a minor-road. Minor road vehicle operators can wait at the edge of the driveway and adequately evaluate sufficient gaps in traffic before proceeding safely without forcing a major-road vehicle to stop or unduly interfering with major-road traffic operations. In this specific application stopping sight distance was considered to be the minimum criteria because of the significant impact to on-street parking capacity.

TRAFFIC AND TRANSPORTATION COMMISSION:

The recommendation for red zones at the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue was presented to the Traffic and Transportation Commission at its September 2018 meeting. The Commission voted 5-0 to recommend to the City Council to approve a resolution to establish the removal of an estimated 105 and 85 feet of parking to provide sufficient departure sight triangles.

CEQA CONSIDERATION:

The City of Salinas has determined that implementing these 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

STRATEGIC PLAN INITIATIVE:

The “No Parking” red zones adjacent to the driveway of La Terraza Apartments/Condominiums along N. Madeira Avenue supports the Council of “Well planned city and excellent infrastructure.”

DEPARTMENTAL COORDINATION:

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

FISCAL AND SUSTAINABILITY IMPACT:

The estimated labor and materials cost to install signage and paint for “No Parking” Red Zones at the driveway of La Terraza Apartments/Condominiums is estimated to be \$250.00. Sufficient funding is available in the current budget to fund the installations. Staff finds these red zones necessary for safety on City streets; however, maintaining and enforcing them will be a continuing sustainability challenge for the City. Staff is beginning to track these curb markings in the City GIS in order to help manage this City program.

ATTACHMENTS:

Attachment 1: Resolution

Attachment 2: Location Map

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

**A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING THE
DESIGNATION OF “NO PARKING” RED ZONE(S) ADJACENT TO THE DRIVEWAY
OF LA TERRAZA APT/CONDOS ALONG N. MADEIRA AVENUE**

WHEREAS, the City received a request to evaluate corner sight distance at the driveway of La Terraza Apartments/Condominiums along North Madeira; and

WHEREAS, on September 13, 2018, the Traffic and Transportation Commission voted unanimously (5-0) to recommend to City Council the approval to designate approximately 105 feet and 85 feet of “No Parking” red zone(s) adjacent to the driveway of La Terraza Apartments/Condominiums along North Madeira Avenue; and

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

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves the designation of approximately 105 feet and 85 feet of “No Parking” Red Zone(s) adjacent to the driveway of La Terraza Apartments/Condominiums along North Madeira Avenue; and

BE IT FURTHER RESOLVED that City staff is hereby authorized and directed to proceed with implementation to fully effectuate the intent of this Resolution.

PASSED AND APPROVED this 23rd day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

PROPOSED "NO PARKING" RED ZONES
DRIVEWAY OF LA TERRAZA APTS/CONDOS

N. MADEIRA AVE

LA TERRAZA
APT/CONDOS

TERRACE ST

105'

85'





City of Salinas

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

Legislation Text

File #: ID#18-562, Version: 1

Agreement with Monterey One Water - Industrial Wastewater Treatment Facility Improvements

Approve a Resolution to approve an agreement with Monterey One Water regarding the funding and mutual responsibilities related to electrical improvements at the Industrial Wastewater Treatment Facility.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: October 23, 2018

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, DIRECTOR

BY: BRIAN FRUS, SENIOR ENGINEER

TITLE: AGREEMENT WITH MONTEREY ONE WATER CONCERNING
ELECTRICAL IMPROVEMENTS AT THE INDUSTRIAL
WASTEWATER TREATMENT FACILITY

RECOMMENDED MOTION:

A motion to approve a resolution to approve an agreement with Monterey One Water regarding the funding and mutual responsibilities related to electrical improvements at the Industrial Wastewater Treatment Facility.

RECOMMENDATION:

Staff recommends that council approve a resolution to approve an agreement with Monterey One Water regarding the funding and mutual responsibilities related to electrical improvements at the Industrial Wastewater Treatment Facility.

EXECUTIVE SUMMARY

The City of Salinas and Monterey One Water (M1W) have worked in tandem for a number of years to increase water recycling and to improve groundwater quality for the Castroville Seawater Intrusion Project (CSIP). M1W in coordination with the City, successfully secured a \$10M state grant to construct improvements at the City's Industrial Wastewater Treatment Facility (IWTF) and the Salinas Pump Station to advance the capture and reuse of stormwater. Design plans for Phase 1B of the Salinas Treatment Facility Storage and Recovery Project prepared under the joint direction of the City and M1W to implement the grant-funded improvements are complete and include necessary electrical improvements to the facility.

Staff recognized an opportunity to save costs by implementing the electrical improvements concurrently with the grant-funded work by including it as a base bid item. Hence, City and M1W staff drafted an agreement covering funding and mutual responsibilities for the project. The agreement allows the City to review the bid solicitation and necessitates that M1W will share the bids with the City for review, though M1W will make the final determination as to the award of the project. It also indicates the City will be responsible for the costs associated with the electrical improvements and their reimbursement to M1W but requires M1W to reject all bids should costs prove excessive or beyond the City's ability to fund.

BACKGROUND:

The City of Salinas operates an Industrial Wastewater Treatment Facility (IWTF) which takes discharges primarily from produce washing from a group of 24 industrial users. Located south of the City along the Salinas river, the IWTF comprises 276 acres and includes an aeration lagoon, percolation ponds, drying beds, an influent pump station and related controls. Operational expenses are paid from an enterprise fund, which in turn receives revenue from each of the industrial users.

The City of Salinas and Monterey One Water (M1W) have been working collaboratively for over 6 years to increase the amount of water available for recycling and to improve groundwater conditions for the Castroville Seawater Intrusion Project (CSIP). In October 2015, the City and M1W signed a 30-year *Agreement for Conveyance and Treatment of Industrial Waste Water by and Between the City and M1W* by City of Salinas Resolution 20862 under which M1W agreed to provide new facilities to convey untreated industrial wash water and stormwater generated in the City and effluent from the IWTF to the Regional Treatment Plant (RTP). A portion of these infrastructure improvements were completed that now allow industrial wastewater to be conveyed directly to the RTP.

M1W in coordination with the City, also submitted the 30-year agreement to successfully secure \$10M in Proposition 1 grant funds from State Water Resources Control Board (SWRCB) to construct improvements at the City's IWTF and the Salinas Pump Station to facilitate the capture and reuse of stormwater (State Agreement No. D1712659). Plans and specifications were prepared under the collaborative direction of the City and M1W to implement these improvements and are now complete. In addition to the grant-funded work, the plans included electrical improvements to the Aeration Lagoon Motor Control Centers at an estimated value of \$1.2 million.

Staff weighed the merits and necessity of the electrical improvements and determined that they are warranted at this time. The electrical equipment includes control panels and transformers used to regulate large motors associated with the Aeration Lagoon. All this equipment is approaching the end of its useful life, is in poor condition and thus due for replacement. In addition, modifications to enable M1W to monitor operation of the Aeration Lagoon will be included to assist in their operations.

To meet the schedule outlined in the grant, M1W staff will notify their board of the intent to advertise for bid submittals for Phase 1B of the Salinas Treatment Facility Storage and Recovery Project based on the plans and specifications issued for bid date October 15, 2018 prepared under joint direction of the City and M1W. In addition to notification, the agreement will be presented to the M1W Board of Directors for approval at their October 29, 2018 meeting. The grant-funded construction components will all be listed as base bid items in the advertisement. Staff recommends that the City also include the electrical improvements to the Aeration Lagoon Motor Control Centers as a base bid item on the same bid solicitation to economize on efforts and pricing.

In general, inclusion of construction items in the base bid allows for savings in two ways. First base bid items are used to determine the overall lowest bidder, thus the bid submitted should be more competitive. Second by eliminating mobilization costs and construction management efforts

that would have to be duplicated if the projects were bid and constructed separately the project should be more economical to implement.

City and M1W staff drafted an agreement to include the project as a base bid item and to define the funding and mutual responsibilities. The agreement includes language that:

1. Allows the City to review the bid solicitation prior to it being released for bids.
2. Necessitates that M1W will share the bids with the City to be reviewed by both parties though M1W will make the final determination whether the bidders are responsive and responsible and award the project.
3. Indicates the City will be responsible for the costs associated with the electrical improvements and their reimbursement to M1W.
4. Requires M1W to agree to reject all bids should the project costs prove to be excessive or beyond the City's ability to fund.

The agreement also declares the City's intention to pursue a good faith-effort to develop a future agreement that will govern the construction and operation of the grant-funded facilities on City property, as this is a State requirement to disburse funds. This agreement is scheduled to be in place prior to M1W making the bid award at their January 29, 2019 Board of Directors meeting. Staff is in the process of developing the final language for this future agreement.

In conclusion, staff recognizes the need to perform necessary upgrades to the IWTF and has an opportunity to save costs at the same time by taking advantage of a timely opportunity to include the electrical improvement work as a base bid item along with the grant-funded work being implemented by M1W.

CEQA CONSIDERATION:

The grant-funded work implements a component of the Pure Water Monterey Groundwater Replenishment Project ("PWM") that the M1W (MRWPCA, at the time) Board approved on October 8, 2015. The M1W Board certified the Environmental Impact Report ("EIR") for the GWR Project as complete and in compliance with the California Environmental Quality Act ("CEQA"), and adopted the findings required by CEQA on October 8, 2015. On October 30, 2017, M1W adopted an addendum to the EIR to address changes to the PWM and approved those changes.

Based on analysis by M1W and City staff, no subsequent or supplemental EIR is required for approval of the agreement because:

1. The action will not require major revisions of the certified PWM EIR because the project modifications will not result in new significant environmental effects or a substantial increase in the severity of previously identified environmental effects;
2. No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous certified PWM EIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified environmental effects;

3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous certified PWM EIR;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous certified PWM EIR;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project but the project proponents decline to adopt the mitigation measure or alternative;
 - d. Mitigation measures or alternatives which are substantially different from those analyzed in the previous certified PWM EIR would substantially reduce one or more significant effects of the PWM, but the project proponents decline to adopt the mitigation measure or alternative.

This agreement is approved based on the EIR as certified and the Addendum as adopted. A CEQA memorandum was prepared to document changes to the Salinas Treatment Facility Storage and Recovery Component of the PWM reflected in this design and is attached for further clarification.

STRATEGIC PLAN INITIATIVE:

The proposed project and agreement relate to the following City Council's Strategic Plan Initiatives:

1. Economic Diversity and Prosperity: Enables improvements to the Industrial Waste Water Treatment Facility which will ultimately benefit local agricultural interests.
2. Well Planned City and Infrastructure: This project helps provide safe, secure sources of water.

DEPARTMENTAL COORDINATION:

This project will rely on coordination between the Public Works Sewer and Water, Waste and Energy (WWE) divisions. WWE will provide engineering support and decision making during the project while Sewer will need to coordinate on-site activities with the continued operation of the facility. In addition, the success of this undertaking is very dependent on a cooperative working relationship with M1W.

FISCAL AND SUSTAINABILITY IMPACT:

The commitment to fund this project will be requested at the time of the bid award if staff recommends such action. The engineers estimated cost for the project is \$1,219,920 with engineering services during construction projected to be \$86,000 and administration and inspection another \$122,000, bringing the total to \$1,427,920.

IWTF repairs are funded under CIP 9794, which has a budget of \$5,916,655 for fiscal year 2018-19--all of which is unspent, save an encumbrance of \$3,877. CIP 9794 draws from the Industrial Waste enterprise fund 6200, which receives its revenue from the industrial users. Thus, this project will have no impact on the General Fund.

ATTACHMENTS:

- Resolution
- Memorandum of Agreement for Funding and Mutual Responsibilities Related to the Electrical Improvements at the Industrial Wastewater Treatment Facility by and Between the City of Salinas and Monterey One Water, October 23, 2018
- CEQA Memorandum - Monterey One Water, February 27, 2018
- Proposition 1 Storm Water Grant

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

**A RESOLUTION APPROVING AN AGREEMENT WITH MONTEREY ONE WATER
CONCERNING ELECTRICAL IMPROVEMENTS AT THE INDUSTRIAL
WASTEWATER TREATMENT FACILITY**

WHEREAS, the City of Salinas operates an Industrial Wastewater Treatment Facility (IWTF) which takes discharges primarily from a group of industrial users; and

WHEREAS, the City and Monterey One Water (M1W) have been working collaboratively for over 6 years to increase the water available for recycling and to improve groundwater conditions for the Castroville Seawater Intrusion Project; and

WHEREAS, M1W in coordination with the City, successfully secured \$10M in Proposition 1 grant funds from the State Water Resources Control Board (SWRCB) to construct improvements at the City's IWTF and the Salinas Pump Station to facilitate the capture and reuse of stormwater; and

WHEREAS, the opportunity exists to include necessary electrical improvements in parallel with the grant funded work at the IWTF; and

WHEREAS, the implementation of the electrical improvements concurrently with the grant funded work may result in savings; and

WHEREAS, an agreement regarding the inclusion of the electrical improvements in the bid solicitation, its funding and mutual responsibilities related to the implementation and administration of the project was drafted and reviewed by both the City and M1W.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALINAS that the Memorandum of Agreement for Funding and Mutual Responsibilities Related to the Electrical Improvements at the Industrial Wastewater Treatment Facility by and Between the City of Salinas and Monterey One Water, is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor of Salinas is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Agreement for Professional Services between the City of Salinas, a Charter City, and Monterey One Water, a Joint Powers Authority.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute extensions and/or no-substantive modifications to the Agreement, as necessary.

PASSED AND APPROVED this 23rd day of October 2018, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**MEMORANDUM OF AGREEMENT FOR FUNDING AND MUTUAL
RESPONSIBILITIES RELATED TO THE ELECTRICAL IMPROVEMENTS AT THE
INDUSTRIAL WASTEWATER TREATMENT FACILITY BY AND BETWEEN THE
CITY OF SALINAS AND MONTEREY ONE WATER**

This Memorandum of Agreement (“MOA”) is made and entered into on October 23, 2018, by and between the City of Salinas, a California charter city and municipal corporation (City), and the Monterey One Water,¹ a California joint powers agency (M1W), sometimes collectively referred to herein as the “Parties” and individually as “Party,” as follows:

Recitals

WHEREAS, the City owns and operates an industrial wastewater collection and conveyance system (IWCCS) for industrial wastewater from approximately twenty-four (24) food processing and related businesses operating in the City. Through the IWCCS the City transports the industrial wastewater to its Industrial Wastewater Treatment Facility (IWTF) located at South Davis Road south of the City and immediately north of the Salinas River, where the City treats it using aeration and disposes it using evaporation and percolation; and

WHEREAS, M1W owns and operates the Regional Wastewater Treatment Plant (RTP). M1W treats approximately 18 million gallons of wastewater per day through the RTP. M1W owns, operates, and maintains 10 pump stations and 34.2 miles of conveyance pipelines and maintains other pump stations under contract. M1W has also maintained and operated the Salinas Valley Reclamation Plant for 20 years. This facility provides recycled water for approximately 12,000 of prime agriculture land in Northern Monterey County. M1W has provided over 80 billion gallons of recycled water during this 20-year period; and

WHEREAS, as water supplies on the Central Coast of California become less reliable, M1W is committed to providing cooperative water solutions for its member entities and their communities; and

WHEREAS, because of the water supply constraints, M1W and its partner agencies have a need for finding new water sources as influent to the M1W RTP to meet recycled water demands (commonly referred to as source water) for the Pure Water Monterey Groundwater Replenishment Project (PWM) and to augment existing Castroville Seawater Intrusion Project (CSIP) crop irrigation supply to reduce use of Salinas Valley groundwater; and

WHEREAS, M1W is currently constructing new facilities to assist in providing a replacement water supply for the Monterey Peninsula and additional water for Salinas Valley agricultural

¹ Monterey One Water was formerly known as Monterey Regional Water Pollution Control Agency.

irrigation to help mitigate seawater intrusion; and

WHEREAS, in July 2014 and again in March 2015, the Parties hereto, along with the Monterey County Water Resources Agency (MCWRA), entered into a short-term Produce Wash Water Utilization Agreement (Utilization Agreement), whereby industrial wastewater from the IWCCS was diverted, by means of a by-pass shunt to the RTP to provide treatment and to augment quantities of wastewater available as influent to the Salinas Valley Reclamation Project (SVRP) tertiary treatment plant, to then be delivered as recycled water to the CSIP service area; and

WHEREAS, in March 2015, the City and the M1W entered into a further agreement, set forth and memorialized in mutual actions of the governing bodies of each Party, to share the costs of design and construction of the permanent diversion facilities to divert the industrial wastewater to the municipal wastewater system near the Salinas Pump Station for conveyance to the RTP in lieu of conveyance to the IWTF. Construction of the permanent diversion was completed in 2016. Facilities include a diversion structure for controlling the amount and timing of flow diverted to the M1W system, a flow metering device and water quality monitoring station with communication equipment; and

WHEREAS, on October 8, 2015, M1W's Board certified the PWM Environmental Impact Report (EIR) and approved the PWM Project. PWM includes collection, storage, treatment and reuse of urban runoff, including storm water and dry weather runoff flows, from portions of the City of Salinas; and

WHEREAS, also on October 8, 2015, M1W's Board approved an Interruptible Rate Schedule to appropriately impose costs of primary and secondary treatment, and operations and maintenance of collection facilities for wastewaters that do not contain sewage. This rate is for entities that have other legal methods of treatment/disposal of the wastewater. The Interruptible Rate is updated as part of M1W's annual budget approval in June, including most recently in June 2017; and

WHEREAS, on October 27, 2015, the City and the M1W entered into an Agreement for Conveyance and Treatment of Industrial Wastewater that set forth and memorialized in mutual actions of the governing bodies of each Party, to the terms and conditions for diversion of industrial wastewater to the municipal wastewater system in lieu of conveyance to the IWTF; and

WHEREAS, in October 2017, in coordination with the City of Salinas, M1W and State Water Resources Control Board entered into a \$10 million Proposition 1 Storm Water Grant Agreement (Storm Water Grant), included as Attachment 1, to implement storm water projects for the purpose of reducing pollutant loads to surface waters and putting storm waters to beneficial use. The Storm Water Grant will fund two components of the suite of projects, that include modifying and upgrading the existing City and M1W facilities to enable diversion, storage, treatment, and reuse of storm water and dry weather urban runoff flows from the City of Salinas (the Salinas Storm Water Project); and

WHEREAS, the City of Salinas and M1W desire to continue to successfully work together, continuing the cooperative relationship developing innovative, integrated and precedent-setting strategies for moving, treating, storing and reusing wastewaters on the Central Coast for the benefit of the Salinas Valley Groundwater Basin and urban water users; and

WHEREAS, M1W and the City will collectively work to transfer, convey, store, treat, and recycle industrial wastewater, dry weather urban runoff, and storm water to maximize the beneficial reuse of these waters as influent to the RTP for the benefit of regional water supplies and for meeting water quality objectives; and

WHEREAS, the City intends to work in good faith towards the establishment of an agreement with M1W to grant the right to access and use the City's property for construction of the Salinas Storm Water Project as follows: (a) "TP1" (Treatment Plant 1) in and around the M1W Salinas Pump Station for those improvements in Phase 1A of the Salinas Storm Water Grant projects and (b) City's IWTF for those improvements in Phase 1B of the Salinas Storm Water Grant projects provided that M1W continues to communicate in a transparent manner project schedules, activities, status, and progress of the project. Both the City and M1W recognize the details of this agreement need more time to develop but shall be completed before award of the bid scheduled for January 29, 2018 in order to satisfy the requirements of the grant schedule.

TERMS

Based on the foregoing recitals, all of which are incorporated herein as terms of this MOU by this reference, the City and M1W agree, as follows:

1) M1W will prepare a solicitation for bids for the Salinas Storm Water Project and agrees to provide the draft solicitation to the City for review and approval prior to it being released for bids. M1W agrees to include certain electrical improvements in the solicitation to include electrical improvements to the Aeration Lagoon Motor Control Centers at the IWTF as a base bid item.

2) M1W will receive all bids and will share the bids with the City, all of which will be reviewed by both parties for responsiveness. M1W will make the final determination whether the bidders are responsive and responsible and will make the determination whether to award the project to a bidder, to reject all bids, or to take whatever other action may be appropriate or necessary. The City will be responsible for the costs associated with the electrical improvements to the Aeration Lagoon Motor Control Centers, provided it has sufficient funding available to cover the costs, which will also include a modification to enable M1W to remotely monitor operation of the Aeration Lagoon. However, if the City determines either the overall bid or the bid for the electrical work for the Aeration Lagoon are excessive or beyond the City's ability to fund, M1W agrees to reject all bids and to rebid the project.

IN WITNESS WHEREOF, the Monterey One Water and the City of Salinas have entered into this Agreement as of the date first written above.

MONTEREY ONE WATER

By: _____

Its: _____

Approved as to Form:

Robert Wellington, Legal Counsel

CITY OF SALINAS

By: Joe Gunter _____

Its: Mayor

Approved as to Form:

Christopher Callihan, City Attorney

MEMORANDUM

Date: February 27, 2018

To: Susan Stewart and Jody Hack - State Water Resources Control Board, Division of Financial Assistance

From: Alison Imamura, AICP

Subject: CEQA-Plus Compliance Memorandum for the Salinas Treatment Facility Storage and Recovery (Phase 1B) Project

Attachments : 1. Conceptual Site Plans (2015 EIR), 2. Conceptual Site Plan (2018), 3. Area of Potential Effect map changes, and 4. Aerial Photo of Site

Project Understanding

Monterey One Water (M1W) is undertaking the Salinas Dry Weather Diversion and Storage and Recovery Projects of the Proposition 1 storm water grant and Pure Water Monterey Groundwater Replenishment Project (PWM) to create a reliable source of water supply to replace existing water supply sources for northern Monterey County. The objectives of PWM are to replenish the Seaside Basin with 3,500 AFY of purified recycled water to replace a portion of California American Water Company's (CalAm) water supply as and to provide recycled water for agricultural irrigation in northern Salinas Valley by augmenting inflows to an existing water recycling facility at MRWPCA's Regional Wastewater Treatment Plant (RTP). The GWR Project would provide additional source waters to provide additional recycled water for use in the Castroville Seawater Intrusion Project's agricultural irrigation system.

As part of this effort, M1W will augment and repurpose an existing industrial wastewater treatment facility (IWTF) to capture and store storm water and urban dry weather runoff flows through the winter for later diversion to M1W's Regional Treatment Plant (RTP) to supply PWM Advanced Water Purification Facility (AWPF). The Salinas Treatment Facility Storage and Recovery (Phase 1B) Project is a component to the overall Pure Water Monterey Groundwater Replenishment Project. Phase 1B includes the complete design and construction of a new return pipeline connection to the existing 36" Salinas Force Main Interceptor Pipeline and a pump station from Salinas Treatment Facility Pond 3 to the wash water/storm water storage ponds to convey storm water stored at the ponds to the Monterey One Water (M1W) Regional WWTP. Phase 1B is vital to maximize the yield of Salinas storm water and other source waters for beneficial reuse. This project is currently at a 50% engineering design stage and a minor, non-substantive revision to proposed facilities has been made to the design in the design that will be carried forward to final design in the coming months.

PWM Project – Salinas Treatment Facility Storage and Recovery Project Change

This change to the Salinas Treatment Facility Storage and Recovery (Phase 1B) Project will result a dramatic reduction in construction areas of disturbance, construction activities, and operational impacts

compared to the facilities described in the Final Environmental Impact Report (EIR) for the Pure Water Monterey Groundwater Replenishment Project (PWM/GWR), certified October 2015.

Specifically, the conceptual site plan from the EIR (Attachment 1 – see Keynote 3) and the updated recent conceptual plan are in Attachment 2 – see Keynote 3 red line) show clearly the reduction in pipeline required by this change. This component of the project includes a shorter pipeline and associated trench compared to the EIR-version of this component (new design is approximately 2,000 linear feet of trenching for a new 24-inch pipeline compared to approximately 6,000 LF of trenching for the EIR-evaluated Pond 3 pump station return pipeline). The new pipeline will be construction to the northwesterly boundary of the Salinas Industrial Wastewater Treatment Facility along an existing unvegetated access road, then approximately 50 feet farther to connect to the existing 36-inch Salinas Interceptor force main that passes within 50 feet of the northwest corner of the site. This constitutes a substantive reduction in construction impacts relative to grading (ground disturbance) and equipment use (construction trucks and vehicles). Elimination of trenching and installation of over 4,000 linear feet less of pipeline is a substantive reduction in construction impacts overall (see pages . In addition, no increase in electricity demand and associated air pollution, greenhouse gas emissions and noise impacts that will occur at this site compared to this project component in the PWM EIR. Namely, the project changes will not substantially increase the identified electricity demand of 224 mW-hrs per year or change pumping operation such that a new significant impact would occur; nor will a worsening in severity of previously identified impacts occur. There are no other changes to the impact analyses in the certified PWM EIR in our review of Appendix G to CEQA Guidelines, Environmental Checklist.

Regarding the Federal Compliance, the changes to the area of potential effect and the project impact area for Federal Endangered Species Act, the changes are non-substantive changes to areas of disturbance and excavation, namely a shorter length of pipeline feet of length of less than 15 feet by 10 feet deep trenching and an excavation pit measuring no more than 900 square feet and 20 feet deep to connect to the M1W 36-inch forcemain. See Attachments 3a and 3b for APE maps changes. The site does not contain suitable habitat for any special status species as shown in the photos in Attachment 4.

Review for CEQA Needs

M1W has reviewed the following information to determine whether the project change triggers the need to prepare a subsequent EIR. Conclusions follow this citation reference.

CEQA Guidelines, § 15162. Subsequent EIRs and Negative Declarations

- a) When an EIR has been certified or a Negative Declaration adopted, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following:
1. Substantial changes are proposed in the project which will require major revisions of the EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in severity of previously identified significant effects;
 2. Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions of the EIR or Negative Declaration due to involvement of new significant environmental effects or a substantial increase in severity of previously identified significant effects; or

3. New information of substantial importance which was not known could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified or the Negative Declaration was adopted, shows the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration.
 - B. Significant effects previously examined will be substantially more severe than previously shown in the previous EIR.
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponent decline to adopt the mitigation measure or alternative.
- b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subsection (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.
- c) If a project was approved prior to the occurrence of the conditions described in the subsection (a), the subsequent EIR or Negative Declaration shall be prepared by the Public Agency which grants the next discretionary approval for the project. In this situation no other Responsible Agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent Negative Declaration adopted.
- d) A subsequent EIR or subsequent Negative Declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or Negative Declaration shall state where the previous document is available and can be reviewed.

Changes to Salinas Treatment Facility Storage and Recovery (Phase 1B) Project Pond 3 Pump Station Do Not Trigger New Subsequent EIR or Other Review

Based on M1W's review of the CEQA Guidelines and project information, the proposed changes to the Salinas Treatment Facility Storage and Recovery Project (Phase 1B) do not meet any of the criteria listed in Guidelines Section §15162 (Subsequent EIRs and Negative Declarations), as the project changes are not substantial and major changes to the previously approved environmental documents would not be required. Project component construction and operational effects are smaller, less severe and are located on less land. No new significant impacts would result, no new areas with sensitive or protected resources are present, no increase in severity of impacts would occur, and no new mitigation measures nor new alternatives are being proposed that would reduce environmental impacts that the agency refuses to implement. In addition, the circumstances under which the previous documents were approved have not significantly been altered and no new information of substantial importance has been established. Based on the information contained in this memorandum, no subsequent or supplemental EIR is required.

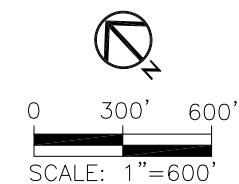


KEY NOTES:

- | | |
|---|--|
| ① NEW POND 3 PUMP STATION INLET BOX | ⑫ EXIST. IWW PUMP STATION |
| ② NEW POND 3 PUMP STATION WET WELL | ⑬ EXIST. 24" IWW INLET PIPELINE |
| ③ NEW 18" FORCE MAIN | ⑭ EXIST. 18" IWW OUTLET PIPELINE |
| ④ NEW DIVERSION STRUCTURE NO. 3 | ⑮ EXIST. 30" IWW DISTRIBUTION PIPELINE |
| ⑤ EXISTING PRESSURE M.H. ON 30" LINE | ⑯ EXIST. INLET TO POND |
| ⑥ NEW 30" GRAVITY MAIN | ⑰ EXIST. RISER MANHOLE |
| ⑦ RETURN PUMP STATION WET WELL | ⑱ EXIST. 24" IWW DISTRIBUTION PIPELINE |
| ⑧ RETURN PUMP STATION VALVE VAULT | ⑲ EXIST. POND INLET STRUCTURE |
| ⑨ NEW FLOW METER VAULT | ⑳ EXIST. POND 3 PUMP STATION |
| ⑩ NEW 18" FORCE MAIN INSIDE EXIST. 33" IWW PIPELINE TO SALINAS P.S. | ㉑ EXIST. IRRIGATION BEDS DISTRIBUTION STRUCTURE |
| ⑪ EXIST. 42" IWW PIPELINE | ㉒ EXIST. DISTRIBUTION PIPELINES TO IRRIGATION BEDS |

LEGEND

- ● ● EXISTING MANHOLES
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING IWW PIPELINE
- NEW PIPING
- NEW STRUCTURE



Source: E2 Consulting Engineers, Inc. 2014



Industrial Wastewater Treatment Plant Conceptual Site Plan

April 2015

Pure Water Monterey GWR Project
Draft EIR

Figure
2-22

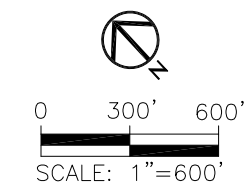


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- EXISTING SANITARY SEWER
- EXISTING IWW PIPELINE
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- NEW STRUCTURE



Source: E2 Consulting Engineers, Inc. 2014



Industrial Wastewater Treatment Plant Conceptual Site Plan

April 2015

Pure Water Monterey GWR Project
Draft EIR

Figure
2-22

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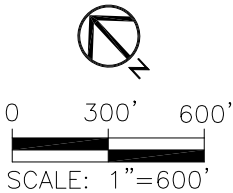




KEY NOTES:

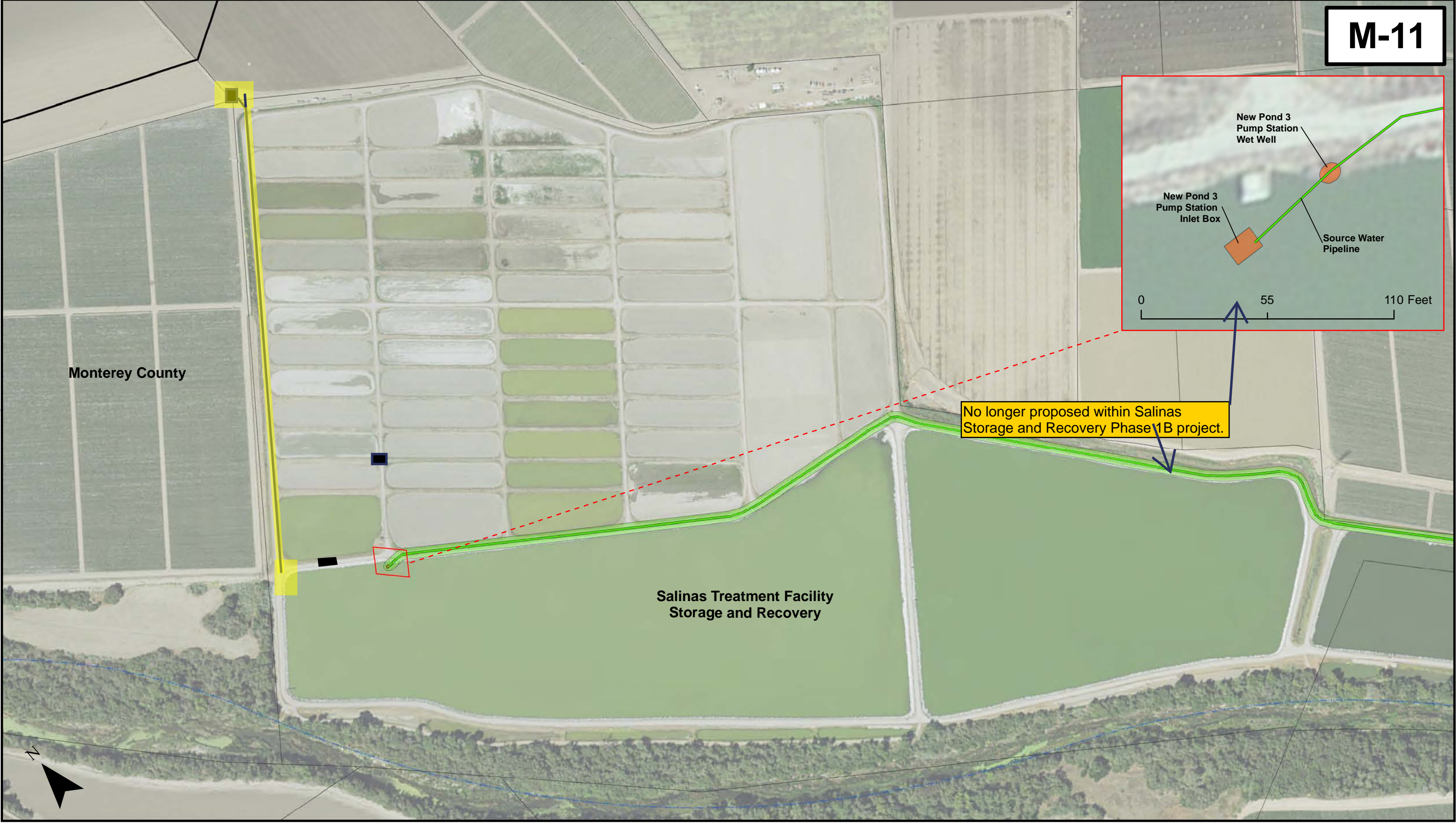
- | | |
|---|--|
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| ② NEW POND 3 PUMP STATION WET WELL AND VALVE VAULT | ⑬ EXIST. 24" IWW INLET PIPELINE |
| ③ NEW 24" FORCE MAIN TO EXIST. 36" SALINAS FORCE MAIN | ⑭ EXIST. 18" IWW OUTLET PIPELINE |
| ④ NEW ELECTRICAL BUILDING | ⑮ EXIST. 30" IWW DISTRIBUTION PIPELINE |
| ⑤ EXISTING PRESSURE M.H. ON 30" LINE | ⑯ EXIST. INLET TO POND |
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| ⑦ EXISTING 36" SALINAS FORCE MAIN | ⑱ EXIST. 24" IWW DISTRIBUTION PIPELINE |
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| ⑪ EXIST. 42" IWW PIPELINE | ㉒ EXIST. DISTRIBUTION PIPELINES TO IRRIGATION BEDS |
| | ㉓ NEW VALVE VAULT |

LEGEND

- ● ● EXISTING MANHOLES
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING IWW PIPELINE
- NEW PIPING
- NEW STRUCTURE

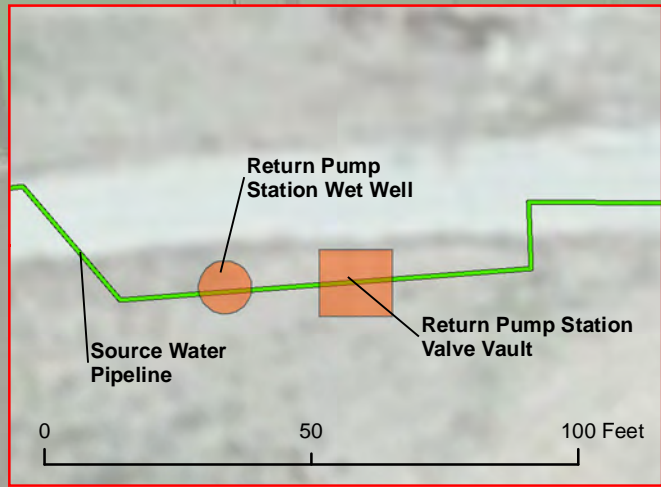
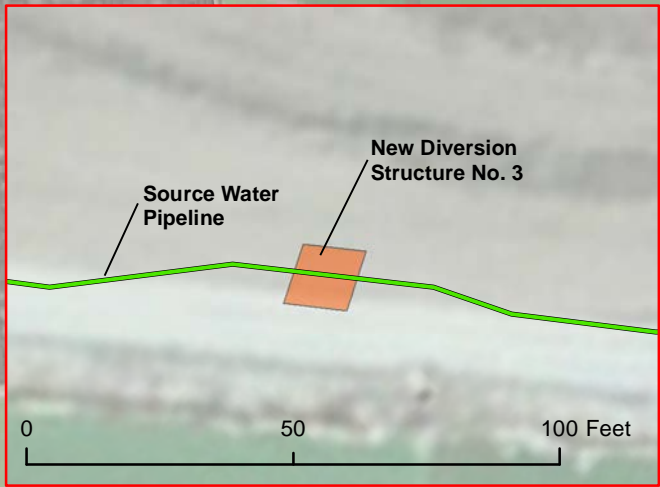


Job No. W44RW-285	
Designed by _____	
Drawn by _____	
Checked by _____	
Approved _____	
 E2 Consulting Engineers, Inc. 1900 Powell Street, Ste. 250 444 Airport Blvd., Suite 201 Emeryville, CA 94608 Watsonville, CA 95076 (510) 652-1164 (831) 728-9232	
	
SALINAS STORMWATER STORAGE AND CONVEYANCE PROJECT - PHASE 1B	
CONCEPTUAL SITE PLAN AT IWTP	
FIG. 1-3	



Note: This line represents an existing 33-inch pipeline that is proposed to be slip-lined to operate as a force main for returning water from the SIWTF ponds to the SAPS for conveyance of stored wastewater and stormwater to the RTP.

M-12



**33 inch Pipeline
SEE NOTE**

No longer proposed within SW project.

**Salinas Treatment Facility
Storage and Recovery**

Monterey County



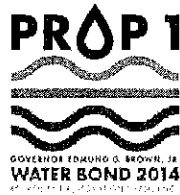
AREA OF POTENTIAL EFFECT MAP BOOKLET PURE WATER MONTEREY GROUNDWATER REPLENISHMENT PROJECT VERSION DATE: OCTOBER 22, 2015	Assessor Parcel Lines	Footprint of Permanent Aboveground Facilities	 	
	Existing Wastewater Pipelines	GWR Source Water Diversion Sites		
	Proposed Electrical Line	GWR Treatment Facilities		
	Proposed Product Water Pipeline	GWR Product Water Conveyance		
	Proposed Source Water Pipeline	GWR Injection Wells and Backflush Facilities		

Attachment 4



New Site Areas for Salinas Treatment Facility Storage and Recovery Project - Phase 1B

Aerial date: 10/2016



PROPOSITION 1
STORM WATER

MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



GRANT

STORM WATER CONSTRUCTION/IMPLEMENTATION

MRWPCA AND CITY OF SALINAS STORM WATER PROJECT FOR THE SALINAS REGION

AGREEMENT NO. D1712659

GRANT FUNDS: \$10,000,000

ELIGIBLE START DATE: AUGUST 1, 2017
WORK COMPLETION DATE: MARCH 31, 2021
FINAL DISBURSEMENT REQUEST DATE: APRIL 30, 2021
RECORDS RETENTION TERM END DATE: MARCH 31, 2057

WHEREAS,

1. The State Water Board is authorized to provide funding under this Agreement pursuant to the following:

Proposition 1 Storm Water - Section 79747 of the Water Code (Prop 1)

2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with Prop 1, and establishes the terms and conditions of a funding agreement.
3. The Recipient has applied to the State Water Board for funding for the Project described in Exhibit A of this Agreement, and the State Water Board has selected the application for funding through a competitive process.
4. The State Water Board proposes to assist in funding the costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board, upon the terms and conditions set forth in this Agreement, all pursuant to Prop 1.

NOW, THEREFORE, in consideration of the premises, mutual representations, covenants and agreements in this Agreement, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

1. Definitions

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Agreement" means this Grant Agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.

"Days" means calendar days unless otherwise expressly indicated.

"Disbursement Period" means the period during which Grant Funds may be disbursed.

"Disbursement Request" means the form used by the Recipient to document Match Funds and request reimbursement of Project Costs.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer the funding program(s) set forth in this Agreement.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which reimbursable Project Costs may be incurred and eligible for reimbursement hereunder.

"Final Disbursement Request Date" means the date established in Exhibit B, after which date no further Grant Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees or resources for the Project.

"GAAP" means generally accepted accounting principles, as issued by the Governmental Accounting Standards Board.

"Grant Contact" means the employee of the Recipient that has been delegated by the Project Director to oversee the day-to-day activities of the Project.

"Grant Funds" means funds provided by the State Water Board towards eligible reimbursable Project Costs.

"Grant Manager" means the person designated by the State Water Board to manage performance of the Agreement. The Grant Manager is set forth in Section 2 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 1 Storm Water Grant Program Guidelines," as amended from time to time.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred after November 4, 2014.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager.

"Project" means the Project as described in Exhibit A and in the documents incorporated by reference.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in this Agreement.

"Recipient" means Monterey Regional Water Pollution Control Agency.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"State" means State of California.

"State Water Board" means the California State Water Resources Control Board, an administrative and regulatory agency of the State of California.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project

Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth in Exhibit A that is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

2. Party Contacts

The Party Contacts during the term of this Agreement are:

State Water Board		Monterey Regional Water Pollution Control Agency	
Section:	Division of Financial Assistance		
Name:	Daron Pedroja, Grant Manager	Name:	Mike McCullough, Project Director
Address:	1001 I Street, 17 th Floor	Address:	5 Harris Court, Building D
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Monterey, CA 93940
Phone:	(916) 319-9123	Phone:	(831) 645-4618
Fax:	(916) 341-5707	Fax:	(831) 372-6178
Email:	Daron.Pedroja@waterboards.ca.gov	Email:	mikem@mrwpca.com

Direct inquiries to:

State Water Board		Monterey Regional Water Pollution Control Agency	
Section:	Division of Financial Assistance		
Name:	Melissa Miller, Program Analyst	Name:	Tori Hannah, Grant Contact
Address:	1001 I Street, 17 th Floor	Address:	5 Harris Court, Building D
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Monterey, CA 93940
Phone:	(916) 993-3872	Phone:	(831) 645-4623
Fax:	(916) 341-5296	Fax:	(831) 372-6178
Email:	Melissa.Miller@waterboards.ca.gov	Email:	tori@mrwpca.com

The Recipient may change its Project Director upon written notice to the Grant Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

3. Exhibits and Appendices Incorporated

The following exhibits and appendices to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FUNDING PROVISIONS

EXHIBIT C – STANDARD TERMS AND CONDITIONS

EXHIBIT D – SPECIAL CONDITIONS

4. Representations, Warranties, and Commitments

The Recipient represents, warrants, and commits to the following as of the date signed by the Recipient and continuing thereafter for the term of this Agreement:

- (a) **General Commitments.** The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for financial assistance and throughout the term of this Agreement.
- (b) **Authorization and Validity.** The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized. This Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
- (c) **No Violations.** The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date set forth on the first page hereof.
- (d) **No Litigation.** There are no pending or, to the Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the financial condition or operations of the Recipient, and/or the Project.
- (e) **Solvency.** None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. As of the date set forth on the first page hereof, the Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due.
- (f) **Legal Status and Eligibility.** The Recipient is duly organized and existing and in good standing under the laws of the State of California, and will remain so during the term of this Agreement. The Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient shall maintain its eligibility for funding under this Agreement for the term of this Agreement.
- (g) **Good Standing.** The Recipient is currently in compliance with the State requirements set forth in Exhibit C. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with previous State audit disallowances.
- (h) **Insurance.** The Recipient maintains sufficient insurance coverage considering the scope of this Agreement including, for example, but not necessarily limited to: General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and Professional Liability.

5. Project Completion

The Recipient shall expeditiously proceed with and complete the Project in accordance with this Agreement.

6. Notice

- (a) The Recipient shall notify the Division in writing within five (5) working days of the occurrence of the following:

- (1) Bankruptcy, insolvency, receivership or similar event of the Recipient; or
- (2) Actions taken pursuant to State law in anticipation of filing for bankruptcy.
- (b) The Recipient shall notify the Division within ten (10) working days of any litigation pending or threatened against the Recipient regarding its continued existence, consideration of dissolution, or disincorporation.
- (c) The Recipient shall notify the Division promptly of the following:
 - (1) Any proposed change in the scope of the Project. Under no circumstances may the Recipient make changes to the scope of the Project without receiving prior review and approval by the Division. Most changes will require an amendment to this Agreement;
 - (2) Cessation of work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion;
 - (4) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient agrees to implement appropriate actions as directed by the Division;
 - (5) Any monitoring activities such that the State Water Board Division of Drinking Water and/or Regional Water Board staff may observe and document such activities;
 - (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division; or
 - (7) Work Completion and Project Completion.

7. Project Access

The Recipient shall ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the obligation.

8. No Obligation of the State; and State Budget Act Contingency

Any obligation of the State Water Board contained herein shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the monies appropriated by the State Legislature to the State Water Board from the special fund associated with this Agreement.

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement, and the

Recipient shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for payment over any other recipient.

If this Agreement's funding for any Fiscal Year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**MONTEREY REGIONAL WATER POLLUTION CONTROL
AGENCY:**

By: 

Name: Paul A. Sciuto

Title: General Manager

Date: October 18, 2017

STATE WATER RESOURCES CONTROL BOARD:

By: 

Name: Leslie S. Laudon

Title: Deputy Director
Division of Financial Assistance

Date: 10/27/17

EXHIBIT A – SCOPE OF WORK

A-1. Completion Date

The Work Completion Date is established as MARCH 31, 2021. Work occurring after the Work Completion Date, including corrective actions, is not eligible for reimbursement with Grant Funds and cannot be paid for using Match Funds.

A-2. Purpose

This grant is for the benefit of the Recipient. This grant is for the purpose of capturing and conveying storm water, dry weather runoff, and agricultural tile drain water to the Monterey Regional Water Pollution Control Agency Regional Wastewater Treatment Plant (WWTP) through the construction of diversion structures, pump stations, and conveyance pipelines as part of the larger regional Pure Water Monterey Groundwater Replenishment Project funded through the Clean Water State Revolving Fund, State Water Board Agreement No. D1601033 that will treat and reuse the captured water to offset local water supplies and improve overall water quality in the Monterey Bay National Marine Sanctuary.

A-3 Project-Specific Scope of Work

The Recipient agrees to do the following:

1. Project Management
 - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
 - 1.2 Notify the Grant Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, and trainings.
 - 1.3 Develop and update appropriately the detailed Project schedule, including key Project milestones, and submit to the Grant Manager.
 - 1.4 Conduct periodic and final site visits with the Grant Manager.
 - 1.5 Conduct pre-, during, and post-construction photo monitoring at the Project site and submit to the Grant Manager.
2. General Compliance Requirements/Project Effectiveness and Performance
 - 2.1 Submit Global Positioning System (GPS) information for project site(s) and monitoring location(s) for this Project to the Grant Manager. Submittal requirements for GPS data are available at:
http://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf.
 - 2.2 Prepare and submit an updated Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Grant Manager for approval. The PAEP shall detail the methods of measuring and reporting Project benefits. Implementation of any monitoring and performance assessment and/or evaluation actions shall not occur prior to PAEP approval by the Grant Manager.

2.3 Monitor Project effectiveness in accordance with the approved PAEP.

2.3.1 Document implementation of the Project effectiveness confirmation and/or monitoring in accordance with the approved PAEP that confirms the effectiveness of the implemented storm water project, and include the results in the associated quarterly progress report. A summary of all project effectiveness monitoring and data analysis shall be included in the Final Project Report.

3. Permitting and Environmental Compliance

3.1 Complete documentation required under the California Environmental Quality Act (CEQA) for the proposed implementation project. Take all required steps to prepare, circulate, and certify the required CEQA document(s).

3.1.1 Provide an addendum to the CEQA document incorporating the changes to Salinas Treatment Facility Storage and Recovery (Phase 1-B), and submit to the Grant Manager.

3.1.2 Obtain written environmental clearance from the State Water Board confirming the State Water Board has made its own environmental findings and concur that implementation/construction may proceed.

3.2 Obtain all public agency approvals, entitlements, or permits required for project implementation before work begins. If the Project is carried out on lands not owned by the Recipient, the Recipient must obtain adequate rights of way for the useful life of the Project. Submit a list and signed copies of such approvals, entitlements or permits to the Grant Manager.

4. Planning, Design, and Engineering

Dry Weather Flow Diversion (Phase 1-A)

4.1 Submit the completed one hundred percent (100%) design plans and specifications for Phase 1-A to the Grant Manager. The Recipient's costs related to the design plans and specifications for Phase 1-A are not funded under this Agreement. The design plans include the following:

4.1.1 Install three (3) diversion structures with a minimum design capacity of five thousand (5,000) gallons per minute (GPM) and a minimum of two (2) parshall flumes.

4.1.2 Install a minimum of four hundred (400) linear feet (LF) of thirty (30)-inch pipeline to divert dry weather flow and first flush wet weather flow to the Salinas Pump Station, then to the WWTP or to the Salinas Treatment Facility.

Salinas Treatment Facility Storage and Recovery (Phase 1-B)

4.2 Prepare a Design Report for Phase 1-B that includes a geotechnical analysis and groundwater [hydrology] study to support the design plans and specifications, and submit to the Grant Manager for comment.

4.3 Prepare and submit to the Grant Manager for approval the fifty percent (50%) design plans and specifications for Phase 1-B that includes the following:

- 4.3.1 Install a pump station with a minimum design capacity of ten thousand (10,000) GPM.
- 4.3.2 Install a minimum of two thousand (2,000) LF of a minimum twenty-four (24)-inch diameter pipeline to convey water from the storage ponds to an existing thirty-six (36)-inch sanitary sewer for main pipeline, then to the WWTP.
- 4.4 Complete the one hundred percent (100%) design plans and specifications for Phase 1-B and, if applicable, prepare a summary identifying any changes to Phase 1-B from the fifty percent (50%) design plans. Submit the one hundred percent (100%) design plans and specifications and summary of changes to the Grant Manager for approval.

Reclamation Ditch (Phase 1-C)

- 4.5 Submit the completed one hundred percent (100%) design plans and specifications for Phase 1-C to the Grant Manager. The Recipient's costs related to the design plans and specifications for Phase 1-C are not funded under this Grant Agreement. The design plans include the following:
 - 4.5.1 Install a diversion structure with a minimum design capacity of two thousand gallons per minute (2,000) GPM.
 - 4.5.2 Install a pump station with three (3) ten (10) HP pumps, and a minimum of fifty (50) LF of twelve (12)-inch pipeline to divert water from the Reclamation Ditch to the Salinas Pump Station, and ultimately to the WWTP.

Blanco Drain (Phase 1-E)

- 4.6 Submit the completed one hundred percent (100%) design plans and specifications for Phase 1-E to the Grant Manager. The Recipient's costs related to the design plans and specifications for Phase 1-E are not funded under this Grant Agreement. The design plans include the following:
 - 4.6.1 Install a diversion structure with a minimum design capacity of two thousand (2,000) GPM.
 - 4.6.2 Install a pump station with three (3) eighty-five (85) HP pumps.
 - 4.6.3 Install a minimum of eight thousand, nine hundred seventy-six (8,976) LF of sixteen (16) to eighteen (18)-inch force main pipeline to divert water from the Blanco Drain to the WWTP.

Conveyance to Storm Water Ponds (Segments 1 and 2)

- 4.7 Submit the completed one hundred percent (100%) design plans and specifications for Segments 1 and 2 to the Grant Manager. The Recipient's costs related to the design plans and specifications for Segments 1 and 2 are not funded under this Agreement. The design plans include the following:
 - 4.7.1 Replace a deteriorated segment of an existing twenty-seven (27)-inch pipeline with a minimum of two thousand (2,000) LF of thirty-six (36)-inch pipeline to convey captured water from the industrial wastewater collection system to the Salinas pump station.

- 4.7.2 Install a minimum of nine thousand (9,000) LF of forty-two (42)-inch pipeline, to convey captured water from the Salinas pump station to the aeration basin for treatment and discharge into the storage ponds.

5. Pre-Construction Bid Process

- 5.1 Complete the bid documents in accordance with the approved design plans and specifications for Items 4.1 and 4.4 through 4.7, after receiving all required approvals, and advertise the Project for bid.
- 5.1.1 Submit the advertised bid documents and the bid summary for each phase to the Grant Manager.

6. Construction

- 6.1 Award the construction contract(s) and submit the Notice(s) to Proceed and awarded contract(s) for the Project to the Grant Manager.
- 6.2 Construct the project in Items 4.1 and 4.4 through 4.7 in accordance with the approved design plans and specifications after obtaining environmental clearance in Item 3.1 and all necessary approvals, entitlements, or permits in Item 3.2.
- 6.3 Submit any proposed changes that arise during construction that may affect the Project's benefits listed in Section A-2, schedule, or costs to the Grant Manager for approval.
- 6.4 Submit as-built drawings and a summary of changes from the approved design plans and specifications that occurred during construction to the Grant Manager.
- 6.5 Prepare one or more Operations and Maintenance Plan(s) that addresses operation and maintenance of the various components of the Project covering the useful life of each project element and submit to the Grant Manager for approval.

A-4. Disclosure and Signage

- (a) The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of ¾-inch-thick exterior grade plywood or other approved material in a prominent location on the construction site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following disclosure statement and color logos (available from the Division):



"Funding for this Project has been provided in full or in part by Proposition 1 – the Water Quality, Supply, and Infrastructure Improvement Act of 2014 through an agreement with the State Water Resources Control Board."

The sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

- (b) The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding has been provided in full or in part through an agreement with the State Water Resources Control Board using funds from Proposition 1. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A-5. Reporting

- (a) Progress Reports. The Recipient shall submit quarterly progress reports, using a format provided by the Grant Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Grant Manager. Progress Reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.
- (b) As Needed Information or Reports. The Recipient agrees to provide expeditiously, during the term of this Agreement, such reports, data, and information as may be reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (c) Final Reports. At the conclusion of the Project, the Recipient must submit the following to the Grant Manager:
 - (1) Draft Final Project Report. Prepare and submit to the Grant Manager, for review and comment, a draft Final Project Report in a format provided by the Grant Manager.
 - (2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the final report in pdf format to the FFAST system.
 - (3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Grant Manager, and include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FFAST system.
 - (4) Final Project Inspection and Certification. Upon completion of the Project, the Recipient shall provide for a final inspection and shall certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involved the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification shall be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification shall be submitted to the Grant Manager.

A-6. Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Grant Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Disbursement Request submitted prior to the Final Disbursement Request Date set forth in Exhibit B.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Detailed Project Schedule	60 Days After Execution	
1.4	Periodic and Final Site Visits		As Needed
1.5	Pre-, During, and Post Photos		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.2	Project Assessment and Evaluation Plan		180 Days After Execution
3.	Permitting and Environmental Compliance		
3.1.1	California Environmental Quality Act Addendum		120 Days After Execution
3.2	List of Approvals, Entitlements or Permits	As Needed	
4.	Planning, Design, and Engineering		
	Dry Weather Flow Diversion (Phase 1-A)		
4.1	Completed 100% Design Plans and Specifications	60 Days After Execution	
	Salinas Treatment Facility Storage and Recovery (Phase 1-B)		
4.2	Design Report		30 Days After Execution
4.3	50% Design Plans and Specifications		60 Days After Execution
4.4	100% Design Plans and Specifications		120 Days After Execution
	Reclamation Ditch (Phase 1-C)		

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A-3 PROJECT-SPECIFIC SCOPE OF WORK			
4.5	Completed 100% Design Plans and Specifications	30 Days After Execution	
	Blanco Drain (Phase 1-E)		
4.6	100% Design Plans and Specifications	30 Days After Execution	
	Conveyance to Storm Water Ponds (Segments 1 and 2)		
4.7	Completed 100% Design Plans and Specifications	30 Days After Execution	
5.	Pre-Construction Bid Process		
5.1.1	Advertised Bid Documents and Bid Summary		10 Days after Bid Process
6.	Construction		
6.1	Notice(s) to Proceed		180 Days After Execution
6.2	Proposed Changes		Ongoing
6.3	As-built Drawings	December 31, 2020	
6.4	Operation and Maintenance Plan	December 31, 2020	
EXHIBIT A-5 REPORTING			
(a)	Progress Reports	Quarterly	
(b)	As Needed Information or Reports		Ongoing
(d)	Final Reports		
(d)(1)	Draft Final Project Report	January 31, 2021	
(d)(2)	Final Project Report	February 28, 2021	
(d)(3)	Final Project Summary	Before Work Completion Date	
(d)(4)	Final Project Inspection and Certification	Before Work Completion Date	
EXHIBIT B – FUNDING PROVISIONS			
4 (b)	Final Disbursement Request		
9 (b)(4)	Disbursement Requests		Quarterly

EXHIBIT B – FUNDING PROVISIONS

B-1. Project Funding

Subject to the terms of this Agreement, the State Water Board agrees to provide Grant Funds in the amount of up to TEN MILLION DOLLARS (\$10,000,000).

B-2. Match Funds

- (a) The Recipient agrees to provide Match Funds in the amount of TWELVE MILLION, SIX HUNDRED EIGHTY-SIX THOUSAND, NINE HUNDRED FORTY DOLLARS (\$12,686,940).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Grant Manager and may require an amendment to this Agreement.
- (c) Only expenses that would be considered eligible under the Guidelines will be counted towards the Recipient's Match Funds.
- (d) Any costs incurred prior to the adoption of Proposition 1 on November 4, 2014, will not count towards the Recipient's Match Funds.
- (e) If, at Work Completion, the Recipient has provided Match Funds in an amount that is less than the Match Funds amount set forth above, the State Water Board may proportionately reduce the Grant Funds amount and/or the Recipient's Match Funds amount, upon approval of the Deputy Director of the Division, provided the reduced amount(s) satisfy statutory requirements and Guidelines.

B-3. Estimated Reasonable Total Project Cost

The estimated reasonable cost of the total Project is TWENTY-TWO MILLION, SIX HUNDRED EIGHTY-SIX THOUSAND, NINE HUNDRED FORTY DOLLARS (\$22,686,940).

B-4. Funding Dates

- (a) The Eligible Start Date is AUGUST 1, 2017. Otherwise eligible costs incurred prior to this date will not be reimbursed.
- (b) The Final Disbursement Request Date is APRIL 30, 2021. The Deputy Director of the Division may extend this date for good cause. Extensions may require an amendment to this Agreement. All Disbursement Requests must be submitted to the Division such that they are received prior to this date. Late Disbursement Requests will not be honored, and remaining amounts will be deobligated.

B-5. Funding Conditions and Exclusions

The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

Grant Funds may not be used for any Indirect Costs. Any Disbursement Request submitted including Indirect Costs will cause that Disbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved. This prohibition applies to the Recipient and any subcontract or sub-

agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)

B-6. Budget Summary

LINE ITEM	GRANT FUNDS	MATCH FUNDS	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$83,126	\$120,614	\$203,740
Planning/Design/Engineering/ Environmental	\$583,000	\$82,978	\$665,978
Construction/Implementation	\$9,333,874	\$12,483,348	\$21,817,222
Monitoring/Performance	\$0	\$0	\$0
Education/Outreach	\$0	\$0	\$0
TOTAL	\$10,000,000	\$12,686,940	\$22,686,940

B-7. Budget Flexibility

- (a) Subject to the prior review and approval of the Grant Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total amount (excluding Match Funds), including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Grant Manager. Such adjustment may not increase or decrease the total grant amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

B-8. Amounts Payable by the Recipient

The Recipient agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Grant Funds are not sufficient to pay the Project Costs in full, the Recipient shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Grant Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B-9. Disbursement of Grant Funds; Availability of Grant Funds

- (a) The State Water Board's obligation to disburse Grant Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the State government to appropriate funds necessary for disbursement of Grant Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall

be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other recipient. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any fiscal year is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to the Recipient to reflect the reduced amount.

- (b) Except as may be otherwise provided in this Agreement, disbursement of Grant Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Recipient may submit a Disbursement Request for eligible Project Costs as well as to support Match Funds as specified in this Exhibit from the Project Costs through submission to the State Water Board using the Disbursement Request form provided by the Grant Manager.
 - (2) Disbursement Requests shall contain the following information:
 - a. The date of the request;
 - b. The time period covered by the request, i.e., the term "from" and "to";
 - c. The total amount requested;
 - d. Documentation of Match Funds used;
 - e. Original signature and date (in ink) of the Recipient's Project Director or his/her designee; and
 - f. The Final Disbursement Request shall be clearly marked "FINAL DISBURSEMENT REQUEST" and shall be submitted NO LATER THAN APRIL 30, 2021.
 - (3) Disbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Disbursement Requests must be signed by the Project Director or his/her designee and must be addressed to the Grant Manager as set forth in the Party Contacts section of this Agreement. Requests for disbursement submitted in any other format than the one provided by the State Water Board will cause a Disbursement Request to be disputed. In the event of such a dispute, the Grant Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Disbursement Request submitted. The Grant Manager has the responsibility for approving Disbursement Requests. Disbursement Requests must be complete and signed by the Recipient's Project Director or his/her designee. Project Costs incurred prior to the Eligible Start Date of this Agreement will not be reimbursed.
 - (4) Grant Funds must be requested via Disbursement Request quarterly for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the disbursement is being requested. Each Disbursement Request must be accompanied by a Progress Report. Failure to provide timely Disbursement Requests may result in such requests not being honored.
 - (5) The Recipient agrees that it will not submit any Disbursement Requests that include any Project Costs until such costs have been incurred and are currently due and payable by the

Recipient; although, the actual payment of such costs by the Recipient is not required as a condition of the Disbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Grant Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Disbursement Request.

- (6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (7) The Recipient shall use Grant Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Grant Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future disbursements. In the event that the Recipient fails to disburse Grant Funds to contractors or vendors within thirty (30) days from receipt of the Grant Funds, the Recipient shall immediately return such Grant Funds to the State Water Board. Interest shall accrue on such Grant Funds from the date of disbursement through the date of mailing of Grant Funds to the State Water Board. If the Recipient held such Grant Funds in interest-bearing accounts, any interest earned on the Grant Funds shall also be due to the State Water Board.
- (8) The Recipient shall submit its final Disbursement Request no later than the Final Disbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement will be deobligated.
- (9) The Recipient agrees that it will not request a disbursement unless that cost is allowable, reasonable, and allocable.
- (10) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Grant Funds.
- (12) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
- (13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B-10. Withholding of Disbursements and Material Violations

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Grant Funds until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(b) The State Water Board may withhold all or any portion of the funds provided for by this Agreement in the event that:

- (1) The Recipient has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
- (2) The Recipient fails to maintain reasonable progress toward Project Completion.

B-11. Remaining Balance

In the event the Recipient does not request all of the Grant Funds encumbered under this Agreement, any remaining Grant Funds revert to the State.

B-12. Fraud and Misuse of Public Funds

All Disbursement Requests submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Recipient shall not submit any Disbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Grant Funds and/or termination of this Agreement requiring the repayment of all Grant Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

EXHIBIT C – STANDARD TERMS AND CONDITIONS

C-1. Accounting and Auditing Standards

The Recipient shall maintain GAAP-compliant Project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

C-2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

C-3. Assignability

This Agreement is not assignable by the Recipient, either in whole or in part.

C-4. Audit

- (a) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of state or federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.
- (b) Audit disallowances will be returned to the State Water Board. Failure to comply with audit disallowance provisions shall disqualify the Recipient from participating in State Water Board funding programs.

C-5. Bonding

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C-6. Continuous Use of Project; Lease or Disposal of Project

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Deputy Director of the Division. Such approval may be conditioned as determined to be appropriate by the Deputy Director of the Division, including a condition requiring repayment of all Grant Funds or any portion of all remaining Grant Funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

C-7. Claims

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C-8. Competitive Bidding

The Recipient shall adhere to any applicable state or local ordinance for competitive bidding and applicable labor laws.

If the Recipient is a private entity, any construction contracts related in any way to the Project shall be let by competitive bid procedures that ensure award of such contracts to the lowest responsible bidders. The Recipient shall not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. The Recipient must provide a full explanation if the Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C-9. Compliance with Law, Regulations, etc.

The Recipient agrees that it will, at all times, comply with and require its contractor and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the list of state laws (cross-cutters) in Section C-32 of this Agreement.

C-10. Conflict of Interest

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C-11. Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Grant Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C-12. Disputes

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State

Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) The Recipient shall continue with the responsibilities under this Agreement during any dispute.

C-13. Financial Management System and Standards

The Recipient agrees to comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal or state government and tracking of Project Costs to a level of expenditure adequate to establish that such Grant Funds have not been used in violation of federal or state laws or the terms of this Agreement.

C-14. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C-15. Income Restrictions

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to Project Costs for which the Recipient has been reimbursed by the State under this Agreement.

C-16. Indemnification and State Reviews

The parties agree that review or approval of Project documents by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and its officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the

transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's obligation hereunder.

C-17. Independent Actor

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C-18. Integration

This Agreement is the complete and final Agreement between the parties.

C-19. Non-Discrimination Clause

- (a) During the performance of this Agreement, the Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (b) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C-20. No Third Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C-21. Operation and Maintenance; Insurance

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by the maintenance of a self-

insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Project shall be free and clear of all claims and liens.

C-22. Other Assistance

If funding for Project Costs are made available to the Recipient from sources other than this Agreement and approved match sources, the Recipient shall immediately notify the Grant Manager.

C-23. Permits; Contracting; Disqualification

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. The Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction starts.

For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml. The Recipient shall not contract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

C-24. Public Records

The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated by reference into this Agreement, and all reports, disbursement requests, and supporting documentation submitted hereunder.

C-25. Prevailing Wages

The Recipient agrees to be bound by all applicable provisions of the State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C-26. Professionals

The Recipient agrees that only professionals with valid licenses in the State of California will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architecture, or geologic sciences shall be prepared

by or under the direction of persons registered to practice in California. All technical reports must contain the statement of the qualifications of the responsible registered professional(s). Technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C-27. Public Funding

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C-28. Recipient's Responsibility for Work

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C-29. Records

Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient agrees to:

- (a) Establish an official file for the Project, which shall adequately document all significant actions relative to the Project.
- (b) Establish separate accounts, which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement.
- (c) Establish separate accounts, which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement.
- (d) Establish an accounting system, which will accurately depict final total costs of the Project, including both direct and Indirect Costs. Indirect Costs are not eligible for funding under this Agreement.
- (e) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (f) If a Force Account is used by the Recipient for the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Force Account costs are not eligible for funding. This prohibition applies to the Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed with Grant Funds pursuant to this Agreement. (Gov. Code, § 16727.)
- (g) Maintain separate books, records, and other material relative to the Project.
- (h) Retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this Project for a minimum of thirty-six (36) years after Work Completion. The Recipient shall require that such books, records, and other material be subject at all

reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the term of this Agreement.

C-30. Related Litigation

The Recipient is prohibited from using Grant Funds or Match Funds to pay costs associated with any litigation the Recipient pursues. Regardless of whether the Project or any eventual related project is the subject of litigation, the Recipient agrees to complete the Project funded by the Agreement or to repay all Grant Funds plus interest to the State Water Board.

C-31. Rights in Data

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C-32. State Cross-Cutter Compliance

The Recipient represents and certifies that, to the extent applicable, it is in compliance with the following conditions precedent and agrees that it will continue to maintain compliance during the term of this Agreement:

- (a) Agricultural Water Management Plan Consistency. A Recipient that is an agricultural water supplier as defined by section 10608.12 of the Water Code must comply with the Agricultural Water Management Planning Act. (Wat. Code, § 10800 et seq.)
- (b) California Environmental Quality Act (CEQA). Implementation and construction activities must comply with CEQA. Upon receipt and review of the Recipient's CEQA documents, the State Water Board shall make its own environmental findings before determining whether to provide any construction funding under this Agreement. Providing environmental clearance and construction funding is discretionary. In the event that the State Water Board does not provide environmental clearance, no construction funding will be provided under this Agreement, all construction funds will be disencumbered, and this Agreement may be terminated. The State Water Board may require changes in the scope or additional mitigation as a condition to providing construction funding under this Agreement. The Recipient shall be prohibited from performing any construction activities prior to environmental clearance by the State Water Board, and the undertaking of any such construction activity will be considered a material breach of this Agreement.
- (c) Charter City Project Labor Requirements. (Labor Code, § 1782 and Pub. Contract Code, § 2503.)

(1) Prevailing Wage

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision nor ordinance authorizes a construction project contractor not to comply with the Labor Code's prevailing wage rate requirements, nor, within the prior two years (starting from January 1, 2015, or after) has the city awarded a public works contract without requiring the contractor to comply with such wage rate requirements according to Labor Code section 1782.

(2) Labor Agreements

Where the Recipient is a charter city or a joint powers authority that includes a charter city, the Recipient certifies that no charter provision, initiative, or ordinance limits or constrains the city's authority or discretion to adopt, require, or utilize project labor agreements that include all the taxpayer protection antidiscrimination provisions of Public Contract Code section 2500 in construction projects, and that the Recipient is accordingly eligible for state funding or financial assistance pursuant to Public Contract Code section 2503.

- (d) Contractor and Subcontractor Requirements. (Labor Code, §§ 1725.5 and 1771.1.) To bid for public works contracts, the Recipient acknowledges that the Recipient and the Recipient's subcontractors must register with the Department of Industrial Relations.
- (e) Delta Plan Consistency Findings. (Wat. Code, § 85225 and Cal. Code of Regulations, title 23, § 5002.) If the Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, the Recipient will submit a certification of project consistency with the Delta Plan to the Delta Stewardship Council prior to undertaking the implementation/construction project associated with this Project.
- (f) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Grant Funds and Match Funds shall not be used to acquire land via eminent domain.
- (g) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (h) State Water Board's Drought Emergency Water Conservation regulations. (Cal. Code of Regulations, Title 23, article 22.5.) The Recipient will include a discussion of its implementation in Progress Reports submitted pursuant to this Agreement.
- (i) SBx7-7: Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.). SBx7-7 conditions the receipt of a water management grant or loan for urban water suppliers on achieving gallons per capita per day reduction targets with the end goal of a twenty percent (20%) reduction by 2020. The Recipients that are urban water suppliers shall provide proof of compliance with SBx7-7.
- (j) Urban Water Demand Management. (Wat. Code, § 10631.5.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it is implementing water demand management measures approved by the Department of Water Resources.
- (k) Urban Water Management Planning Act. (Wat. Code, § 10610 et seq.) If the Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that it has submitted an Urban Water Management Plan that has been deemed complete by the Department

of Water Resources and is in compliance with that plan. This shall constitute a condition precedent to this Agreement.

- (l) Urban Water Supplier. (Wat. Code, §§ 526 and 527.) If the Recipient is an urban water supplier as defined by Water Code section 10617, it shall have complied and maintain compliance with sections 526 and 527 of the Water Code relating to installation of meters and volumetric charging.
- (m) Water Diverter. (Wat. Code, § 5103.) If the Recipient is a water diverter, the Recipient must maintain compliance by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.
- (n) Water Quality Compliance. (Wat. Code, § 79707.) The Recipient shall ensure that the Project shall maintain consistency with Division 7 of the Water Code (commencing with section 13000) and Government Code section 13100.
- (o) Water Quality Monitoring. (Wat. Code, § 79704.) If water quality monitoring is required as part of the Project, the Recipient shall collect and report water quality monitoring data to the State Water Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State Water Board.
- (p) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C-33. State Water Board Action; Costs and Attorney Fees

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C-34. Termination; Immediate Repayment; Interest

- (a) This Agreement may be terminated at any time prior to the Work Completion Date set forth on the cover and in Exhibit A, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Grant Funds disbursed hereunder, accrued interest, penalty assessments, and additional payments. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date all monies due have been received by the State Water Board.

C-35. Timeliness

Time is of the essence in this Agreement.

C-36. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C-37. Useful Life of Project

For the purpose of this Agreement, the minimum useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.

C-38. Venue

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C-39. Waiver and Rights of the State Water Board

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

EXHIBIT D – SPECIAL CONDITIONS

The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:

- D-1. In accordance with the adopted October 8, 2015 MMRP, the Agency shall comply with Mitigation Measures: AQ-1 for air quality and greenhouse gas emissions; BF-1a to BF-1c and BF-2a for special status aquatic biological species and their critical habitat; BT-1a to BT-1q and BT-2a, BT-2c, and BT-4 for special status terrestrial biological species and their critical habitat; CR-1 and CR-2a to CR-2c for cultural resources; HH-2a to HH-2c for hazardous materials; HS-4: Management of Surface Water Diversion Operations (hydrology water quality); LU-1 and LU-2 for Farmland Protection Policy Act and forestry resources; HS-C for cumulative impacts to marine water quality; and MR-C for cumulative impacts to marine biological resources.
- D-2. The letter dated April 19, 2016, from Julianne Polanco of the Office of Historic Preservation, Department of Parks and Recreation to Gary Scholze, Archaeologist at the Division of Financial Assistance of the State Water Board regarding Request for Concurrence on Section 106 Compliance and a Finding of No Historic Properties Affected for the Pure Water Monterey Groundwater Replenishment Project; Monterey County, California; Clean Water State Revolving Fund (CWSRF) Project No. C-06-8028-110.
- D-3. The letter dated December 5, 2016, from Barry A. Thom of the United States Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service to Douglas E. Eberhardt of the United States Environmental Protection Agency regarding Endangered Species Act Section 7(a)(2) Concurrence Letter and Magnuson-Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Pure Water Monterey Groundwater Replenishment Project.
- D-4. The Biological Opinion dated December 20, 2016, from Stephen P. Henry of the United States Department of the Interior, Fish and Wildlife Service to Douglas E. Eberhardt of the United States Environmental Protection Agency regarding formal consultation for Section 7 of the federal Endangered Species Act for the Pure Water Monterey Groundwater Replenishment Project, Monterey County, California (O8EVENOO-2016-TA-0643).