

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, March 5, 2019

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Joe Gunter

Councilmembers:

Scott Davis, District 1 - Tony Barrera, District 2

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

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

Ray E. Corpuz, Jr., City Manager

Christopher A. Callihan, City Attorney

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

PLEDGE OF ALLEGIANCE**ROLL CALL****PROCLAMATION**

Red Cross Month, March 2019

PUBLIC COMMENT TIME RESTRICTIONS

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

GENERAL PUBLIC COMMENTS

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

ADMINISTRATIVE REPORT[ID#19-129](#)**Status of the Public Safety Headquarters Construction Project**

Recommendation: No action is required. This Report presents information to the City Council regarding the status of the Public Safety Headquarters Construction Project.

CONSIDERATION[ID#19-012](#)**An Ordinance related to vacancy accountability (commercial and residential)**

Recommendation: Adopt an Ordinance imposing accountability requirements on the owners of vacant commercial and residential properties.

[ID#19-143](#)**Amendment No. 2 to the Professional Services Agreement between the City of Salinas and R3 Consulting Group, Inc. for expanded Solid Waste Management Consulting Services**

Recommendation: Approve a Resolution approving Amendment No. 2 to the May 1, 2017, Professional Services Agreement between the City of Salinas and R3 Consulting Group, Inc., in the amount of \$169,950 for expanded solid waste consulting services; and approve supplemental appropriation of \$169,950 from the General Fund to fund the proposed scope of services.

CONSENT AGENDA

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

[ID#19-134](#) Minutes

Recommendation: Approve minutes of February 19, 2019.

[ID#19-144](#) Financial Claims

Recommendation: Approve financial claims report.

[ID#19-112](#) Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan

Recommendation: Approve a Resolution approving the Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan and directing staff to implement said plan in accordance with the City's traffic calming policy.

[ID#19-116](#) 2019 California International Airshow Use Permit

Recommendation: Approve a Resolution approving the Airport Use Permit for the 2019 California International Airshow to be conducted by the Monterey County Airshow Association at the Salinas Municipal Airport, in accordance with the terms of said permit.

[ID#19-126](#) Ordinance Regarding the Collection of Assessments for the Salinas Unified Business Improvement Area (SUBA)

Recommendation: Adopt an Ordinance amending Salinas Municipal Code (SMC) Sec. 21B-40. - Collection of assessments; delinquencies.

[ID#19-137](#) Acceptance of California Aid to Airports Program (CAAP) Annual Credits for Eligible Projects at the Salinas Municipal Airport

Recommendation: Approve a Resolution accepting the appropriation of \$50,000 to the Airport Enterprise Fund from the State of California, Department of Transportation, California Aid to Airports Program (CAAP) for eligible projects at the Salinas Municipal Airport.

[ID#19-100](#) An Ordinance prohibiting disturbances and unruly gatherings; Cost-recovery for multiple responses

Recommendation: Adopt an Ordinance adding Article XI to Chapter 5 of the Salinas Municipal Code to prohibiting disturbances and unruly gatherings and imposing sanctions, in the form of City costs, when City officials respond multiple times to the same disturbance.

2nd reading; introduced on February 19, 2019.

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, February 28, 2019 at the City Clerk's Office, in the Council Rotunda, and the City's website.

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



City of Salinas

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Legislation Text

File #: ID#19-129, **Version:** 1

Status of the Public Safety Headquarters Construction Project

No action is required. This Report presents information to the City Council regarding the status of the Public Safety Headquarters Construction Project.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: MARCH 5, 2019

DEPARTMENT: POLICE DEPARTMENT

FROM: ADELE FRESÉ, POLICE CHIEF
STAN COOPER, POLICE COMMANDER

TITLE: STATUS OF THE PUBLIC SAFETY HEADQUARTERS
CONSTRUCTION PROJECT

RECOMMENDED MOTION:

No motion is requested. This report is for information only.

RECOMMENDATION:

As this is an informational item only, there is no recommendation for City Council action.

EXECUTIVE SUMMARY:

This is a status report summarize the progress being made to complete the new Public Safety Headquarters (PSHQ). The project is on-time and under budget.

BACKGROUND:

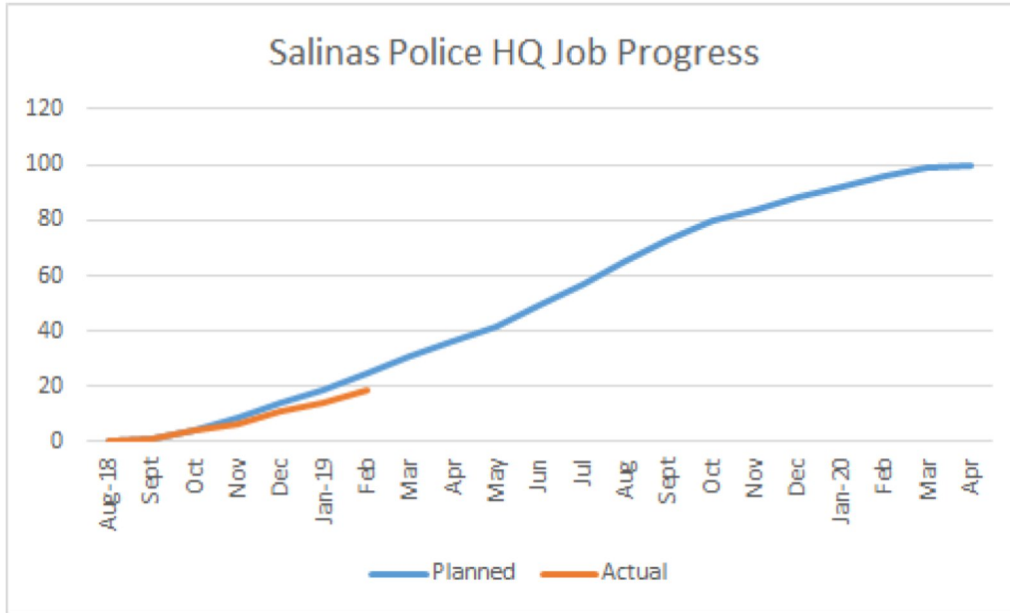
In April 2017, the development team of Griffin/Swinerton Builders, and LPA Architects began the design of the new PSHQ. One year later in April 18, 2018, following the mutual agreement on a Guaranteed Maximum Price, the Development Agreement was executed between the Development Team and the Public Facilities Group, the not-for-profit designated to receive the bond proceeds, and to build the project. In May of 2018, the Finance Director shared the bond financing strategy with the Council and received approval to move forward. Bonds closed June 28, 2018, providing \$49,430,000 to build the new PSHQ. This matches approximately \$4 million contributed from the City's Measure G equity.

More than half of the City's equity paid for predevelopment design and demolition. Demolition of the 14 buildings ended last summer. Ground breaking occurred September 10, 2018. Since that time, the site grading has been completed, as well as the pouring of the foundations, exterior walls and the "tilt" up of those walls. As of January 31, 2019, the project is 19% completed.

As reported in the attached monthly status report:

Job Progress & Schedule Compliance

The work continues to be making progress on schedule. There were no signs of delay or lack of materials and the work is progressing at a steady work rate. The labor force is good size and appropriate for the current on site work activities. As indicated in the chart below, the pace of work is maintaining a steady work pace.



The project was scheduled to be completed January 28, 2020, and this date has not changed. The actual move-in target is March and April 2020.

CEQA CONSIDERATION:

A status report is Not a Project.

STRATEGIC PLAN INITIATIVE:

The PSHQ project responds to three of the City Council Goals: Safe Livable Community, Effective Sustainable Government, and Well-Planned City and Excellent Infrastructure.

DEPARTMENTAL COORDINATION:

During construction, the PSHQ has worked closely with the Building Permit and inspections divisions of Community Development.

FISCAL AND SUSTAINABILITY IMPACT:

This status report has no impact on the City's fiscal sustainability.

ATTACHMENTS:

Latest Status Report from Public Facilities Group



February 9, 2019

PROJECT SNAPSHOT™	
SALINAS POLICE SERVICE HEADQUARTERS	
Payment Request Number	7
Draw Period	January 31, 2019
Approved as Submitted	YES
Construction Scheduled Completion Date	JANUARY 2020
Falkin Estimated Completion Date	JANUARY 2020
Total Draw Amount Requested	\$1,645,762.51
Total Observable Hard Costs Requested	\$1,645,762.51
Total Observable Hard Costs Recommended	\$1,645,762.51
Percent Complete	19%

John Finke, President
Public Facilities Group
1414 Fourth Avenue
Seattle, WA 98101
(206) 618-8864
johnfinke@publicfacilitiesgroup.org
ebirkenkopf@publicfacilitiesgroup.org

SITE VISIT REPORT (SVR)

Salinas Police Services Headquarters

312 E. Alisal Street
Salinas, California

Dear John and Erin,

A project site visit was completed to the Salinas Police Services HQ development site to observe the progress of construction and for general conformance with the contract documents. This project site visit was performed in conjunction with a review of the enclosed Application for Payment. A description of our observations, payment request recommendation, project photos and reviewed Application for Payment follow.

I. Project Information

Project Type:	2-Story Police HQ and Support Building
Total Gross SF:	44,352 SF HQ, 24,878 SF Support Bldg
Project Address:	312 East Alisal Street, Salinas, California
Site Visit Number:	6
Date Draw Draft Received:	February 7, 2019
Date of Site Visit:	February 7, 2019

II. Project Description

Salinas Police Service HQ and Support Building is designed to provide a two-story police facility that includes office space, sally port, holding cells and other police operation areas. A 1 story support building is to be provided on the same property. The project includes the off-site construction of an access road and bioretention basins.

FALKIN ASSOCIATES

7900 E. Green Lake Drive North, Suite 208, Seattle WA 98103 T (206) 527-3417 F (206) 512-8150

www.falkinassociates.com Go@falkinassociates.com

III. Site Observations

Construction Activity

Site Work

No new site work was completed this month. The storm water control system remains functional without issues.

Building Construction

Support Building- Wall panels have cured and were erected this month. Temporary braces secure them into position. Following the use of a heavy crane, there were no floor slab damages as a result of lifting the wall panels into place. Steel ledgers are mounted in the wall panels for support of the roof trusses.

Police HQ Building- Tilt up wall panels were erected this month, welded together using steel plates, and braced temporarily by steel supports. Structural steel ledger beams are anchored to the wall panels forming the supports for roof joists and for the second floor steel joists. No slab damage occurred as a result of lifting the wall panels.

Offsite Work

No offsite work is currently underway.

Plan Conformance & Workmanship

Construction continues to comply with the approved project plans and specifications. PLEASE NOTE: There are several locations on the wall panel exteriors where the feature horizontal reveals need normal patching and clean up. But on the SW side of the support building, facing the railroad tracks and an industrial building, two wall panels have reveal strips that do not align with the remainder of the wall panel strips. The PM for Swinerton Builders stated that these reveals will be filled and replaced into the proper position as designed.

All other construction, materials and practices to date appear to satisfy project requirements and no other problems with workmanship or construction were observed. The project complies with current industry standards of practice.

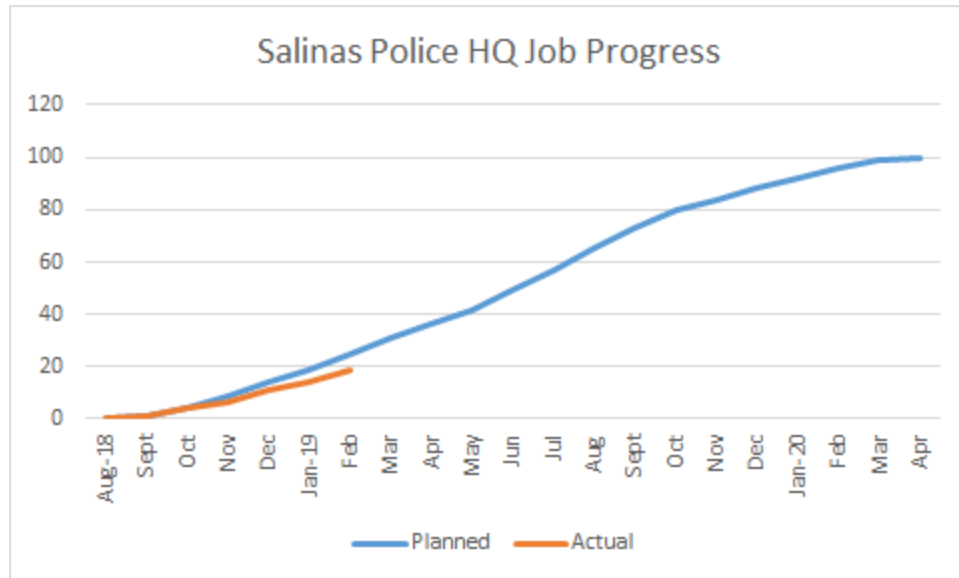
Job Progress & Schedule Compliance

The work continues to be making progress on schedule. There were no signs of delay or lack of materials and the work is progressing at a steady work rate. The labor force is good size and appropriate for the current on site work activities. As indicated in the chart below, the pace of work is maintaining a steady work pace.

Original Contract Completion Date: January 28, 2020

Current Schedule Completion Date: January 28, 2020

Inspector's Anticipated Substantial Completion Date: January 28, 2020



Work pace was steady this month

Stored Materials

Materials currently stored on site include steel beam seats and electrical conduit. The site has a chain link security fence in place around the perimeter to help prevent vandalism or theft.

IV. Current Issues

1. The City of Salinas is responsible for extending the fiber optic cable to the property. This service is needed by July 15, 2019. Service provider and city coordination is occurring to begin the extension process.
2. A signed agreement with the neighboring property owner to the east is required to allow construction of the new access road into the Police HQ site. This agreement is pending legal documentation with the neighbor.
3. Tilt up wall panel reveals on the SW side of the Support Building to be filled and relocated.

V. Change Orders

Current Change Orders: No new official change orders were processed this month.

Pending Change Orders: A pending change order log will be established. Pending Cos will be summarized here. We anticipate that change orders will be issued for the added cost of overexcavation, contaminated soil removal and disposal.

CIC No.	Description	Amount (ROM)

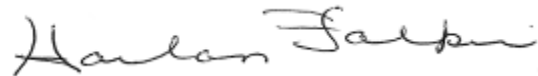
VI. Requests for Information (RFI) and Submittal Status

Current RFIs and submittals are tracking well with the contractor's timing requirements. There are currently no issues with regard to the RFIs and Submittal processing system. No project delays are apparent.

VII. Completion & Payment Request Review

We estimate the project is approximately 20% complete including preconstruction services, submittal preparation, contract buy out and general conditions costs. The current draw request line items and substantiating invoices were reviewed and found to be accurate for each work category where funds have been drawn to date. The current pay request brings the project total to 19% of the hard cost funds. The Contractor Application for Payment is approved as submitted for the status of construction.

Regards,



Harlan Falkin, CCM, LEED ap
Principal
FALKIN ASSOCIATES

If you have comments or questions about this report, please contact Falkin Associates via email at go@falkinassociates.com or by phone at (206) 527-3417.

DISCLAIMER: This report has been prepared for the sole use and benefit of our client, National Development Council and is based in part, upon documents, writings and other information owned and possessed by them. Neither this report nor any of the information contained herein shall be used or relied upon for any purpose by any person or entity other than that client. As provided in the engagement agreement between Falkin Associates, Inc. and the client, the purpose of this report is to provide information to them for their use in their review of applications for payment and is based on site visits of limited frequency and duration that are accomplished in conjunction with periodic applications for payment and that may not coincide with the execution of critical construction tasks. This site visit and reporting process is not intended as a substitute for oversight by owners, designers, contractors, inspectors or other members of the project team. Conditions may exist that will not have been observed in this limited site visit process.



Support Building Walls tilted into place



Crane used to lift wall panels



Setting pads for walls over footings



Temporary braces support wall panels



"Closure slab" area between walls and floor slab



Steel ledgers installed for roof truss support



Most wall panel accent reveals are properly aligned



Two panels have misaligned reveals, will need repair



Steel connector plates for wall connections



Electrical room conduit in place



Erected walls for Police HQ



Low voltage service conduit installed to HQ



Two story walls temporarily braced



Removing slab concrete for elevator pit



Temporary connection of floor ledger between wall panels



Final welded panel connection with steel plate



Roof truss beam seat welded onto wall panels

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Legislation Text

File #: ID#19-012, **Version:** 1

An Ordinance related to vacancy accountability (commercial and residential)

Adopt an Ordinance imposing accountability requirements on the owners of vacant commercial and residential properties.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: March 5, 2019

DEPARTMENT: OFFICE OF THE CITY ATTORNEY

FROM: CHRISTOPHER A. CALLIHAN, CITY ATTORNEY
MEGAN HUNTER, COMMUNITY DEVELOPMENT DIRECTOR

TITLE: ORDINANCE ALLOWING FOR THE ABATEMENT OF
BLIGHTED PROPERTIES AND REQUIRING THE
REGISTRATION OF BLIGHTED PROPERTIES

RECOMMENDATION MOTION:

A motion to adopt an ordinance adding Article IX to Chapter 5 of the Municipal Code to impose maintenance requirements for commercial and residential properties and registration requirements for vacant commercial and residential properties and to declare unmaintained properties as nuisances subject to abatement.

RECOMMENDATION:

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

EXECUTIVE SUMMARY:

The proposed ordinance adds Article IX to Chapter 5 of the Municipal Code to impose a level of maintenance responsibility upon the owners of commercial and/or residential property. In doing so, this ordinance makes it unlawful and a public nuisance for such properties to be maintained in an unclean condition or a blighted condition. This includes vacant properties, which will also be subject to a registration requirement. Commercial or residential properties found to be in violation of this ordinance may be abated pursuant to the procedures established in the ordinance with unpaid costs resulting in a lien on the property, in addition to other penalties and sanctions.

DISCUSSION:

This ordinance was requested by Councilmember McShane (with respect to commercial properties) and Mayor Gunter and Councilmember Davis (with respect to residential properties). Councilmember Davis also specifically requested the inclusion of a registration program to make the program more efficient to implement.

Vacant or abandoned properties often become eyesores in the community and pose threats to the health, safety, and welfare of the community, as well as the economy of the city. Whether commercial or residential, vacant, abandoned, or otherwise unmaintained properties sometimes become deteriorated beyond repair, overgrown with vegetation, and act as dumping grounds for trash and other materials. Vacant buildings often attract vagrants and often harbor illegal activities. One vacant building on Soledad Street, for example, has become occupied by homeless individuals and two fires have occurred within the structure, thereby compromising its integrity and making it a potentially unsafe building and a threat to the community. A vacant residential property on Partridge Street, for example, has been vacant for some time and has not been maintained in a sufficient manner to preserve the livability and the appearance of the neighborhood. Such vacant residential properties have become locations where trespassers have unlawful parties, creating noise and disturbances to the neighborhoods in which they are located.

To combat these issues, the proposed ordinance requires that commercial and residential properties be maintained in a sufficient manner such as to prevent nuisance conditions from arising. If the properties are not sufficiently maintained, under the proposed ordinance they are declared nuisances subject to penalties and sanctions, including abatement and assessment of unpaid costs. Such ordinances are common among California cities.

Mostly resulting from the mortgage crisis from several years ago, some cities have gone further and require vacant commercial and residential buildings to be registered and subject to maintenance inspections. The proposed ordinance imposes a registration requirement on the owners of vacant properties, i.e., those properties which have been vacant for a period of thirty days or more. Requiring such properties to be registered gives the City staff ready access to information to assist it in enforcing the maintenance and repair obligations of the ordinance. Owners of such properties must pay registration fee and renew registration annually to recover operational and administrative program costs.

The proposed ordinance provides the City with additional tools to protect the quality of life in Salinas neighborhoods, which is a goal of the City Council's current Strategic Plan.

CEQA CONSIDERATION:

The action of adopting the proposed ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines section 15061(b)(3). This exemption is allowed when the activity, in this case the recommendation of adoption of the ordinance, does not have the potential for causing a significant effect on the environment.

STRATEGIC PLAN INITIATIVE:

The City Council's adoption of the proposed supports the City Council's goals and objectives of improving the Quality of Life for all of its residents and promoting a Safe and Livable Community (2016-2019 Strategic Plan).

FISCAL AND SUSTAINABILITY IMPACT:

It is anticipated that the City Council's adoption of the proposed ordinance would require additional resources or staff time to ensure proper program enforcement and management. Fees and administrative penalties will be utilized to recover operational and administrative program costs. A fee program will be developed and presented to the City Council for consideration, possibly as a part of its annual update to the City's fee program.

DEPARTMENTAL COORDINATION

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

ATTACHMENTS:

Proposed Ordinance

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

AN ORDINANCE PROHIBITING BLIGHTED, NUISANCE PROPERTIES

City Attorney Impartial Analysis

This ordinance imposes a level of maintenance responsibility upon the owners of commercial and/or residential property. In doing so, this ordinance makes it unlawful and a public nuisance for such properties to be maintained in an unclean condition or blighted condition. This includes vacant properties. Commercial or residential properties found to be in violation of this ordinance may be abated pursuant to the procedures established in the ordinance with unpaid costs resulting in a lien on the property, in addition to other penalties and sanctions. This ordinance also imposes an obligation upon owners of vacant properties to maintain their properties and to register those properties with the City.

WHEREAS, vacant or abandoned properties are community eyesores and pose threats to the public safety in some cases becoming shelters for criminal activity. These buildings and structures (both commercial and residential) are sometimes deteriorated beyond repair, overgrown with vegetation, and act as potential dumping grounds for trash and other materials. Such vacant or abandoned properties often attract vagrants and often harbor illegal activities; and

WHEREAS, there are vacant and abandoned commercial and residential properties in Salinas, as well as occupied commercial and residential properties in Salinas, which are not maintained, and which represent both visual blight and threats to the public health due to their conditions. The one hundred through three hundred blocks of Main Street are among the areas in Salinas with vacant commercial buildings; and

WHEREAS, the City Council finds that residential and commercial properties in Salinas should be maintained at a certain level in order to promote economic development, healthy neighborhoods, and to protect and to preserve the livability and the appearance of the city.

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

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SECTION 1. Article IX is hereby added to Chapter 5 of the Salinas Municipal Code, is titled “Blighted Properties; Vacant Properties,” and reads as follows:

Chapter 5. Article IX. Blighted Properties; Vacant Properties.

Sec. 5-08.01. Purpose.

The purpose of this article is to promote the health, safety and general welfare of the city’s residents and visitors by requiring a level of maintenance of residential and commercial property, whether occupied or vacant, which will promote economic development, healthy neighborhoods and protect and preserve the livability and appearance of the City.

Sec. 5-08.02. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

A. “Blighted property” shall mean any property maintained in such a manner that at least two or more of the conditions found in Division 1 of this article are found to exist thereon where such conditions are visible from a public right-of-way and/or neighboring property and such conditions have both a significant adverse visual impact on the neighborhood and substantially contribute to the dilapidated or deteriorated appearance of the neighborhood.

B. "Code Official" shall mean, anyone responsible for the implementation of this code as designated by the City Manager.

C. "Commercial building/structure" shall mean any commercial, industrial or other establishment, warehouse, kiosk, or other structures affixed to or upon real property used for the purpose of conducting a business, storage, or other activity, whether or not such structure is occupied.

D. “Foreclosed” shall mean the property for which the foreclosure process has begun with the filing of a notice of default.

E. "Owner" shall mean the owner or owners of record of real property as shown on the latest equalized assessment roll of Monterey County and any person, including a trustee or substitute trustee, or any other legal entity having a legal or equitable interest in the subject property,

including any beneficiary that is pursuing foreclosure of a property subject to this ordinance secured by a mortgage, deed of trust, or similar instrument or a property that has been acquired by the beneficial interest at a trustee's sale.

F. "Person" shall mean any individual, firm, partnership, corporation, association, or any other organization or entity, however formed.

G. "Property" shall mean all residential, industrial, commercial, and other real property, including but not limited to vacant lots, front yards, side yards, back yards, driveways, walkways, alleys, and sidewalks, and shall include any building or other structure whether fixed or movable, located on such property.

H. "Residential building/structure" shall mean any structure including but not limited to any house, garage, duplex, apartment, condominium, stock cooperative, mobile home, or other residential structure, whether or not such structure is occupied.

I. "Vacant property" shall mean any property including but not limited to any lot, building or structure which is not occupied or used for more than thirty (30) days, whether made vacant by voluntary action, fire, or other damage, or as a result of enforcement action by the City.

Division 1. – Blighted Properties

Sec. 5-08.03. Unlawful nuisance--Inadequately maintained property.

It shall be an unlawful nuisance for any person owning, leasing, renting, occupying or having charge or possession of any commercial and/or residential property, whether occupied or vacant, to maintain or allow to be maintained such property in such manner that at least two or more of the following conditions are found to exist thereon where such conditions are visible from a public right-of-way and/or neighboring property and such conditions have both a significant adverse visual impact on the neighborhood and substantially contribute to the dilapidated or deteriorated appearance of the neighborhood.

A. Property which is not kept substantially clean and free from accumulations including, but not limited to, overgrown, dead or decayed trees, weeds or other vegetation, rubbish, junk, garbage, litter, debris, flyers or circulars.

B. Buildings or structures which are unpainted, or the exterior paint is substantially worn off, provided, however, that nothing in this section shall be construed to require an owner to paint a building where the architectural style indicates it was intended to be unpainted, such as a brown shingle building.

C. Buildings or structures or significant sections thereof including, but not limited to, exterior stairs, roof, foundation, walls, fences, signs, retaining walls, driveways, or walkways which are substantially broken, deteriorated, or defaced, or windows which are missing or broken. For the purposes of this section "defaced" includes, but is not limited to, writings, inscriptions, figures, scratches, or other markings commonly referred to as "graffiti."

D. Property used or intended to be used for residential purposes which contains, in the outdoor area, any refrigerator, washing machine, sink, stove, heater, boiler, tank or any other household equipment, machinery, furniture, or item, appliance or appliances, boxes, lumber, dirt or debris, trash, garbage or refuse cans, or any items other than those commonly stored outdoors, or any parts of such items, for a period of time in excess of seventy-two consecutive hours unless otherwise provided in City Code. This subsection does not prohibit machinery installed in the rear setback areas for household or recreational use, furniture designed and used for outdoor activities, trash cans in the front yard during the twenty-four-hour period allowed for garbage pick-up and garbage bins when employed in construction for which a valid building permit has been issued by the City.

E. Buildings designed for residential use that stand vacant for more than 120 consecutive days, unless the code official finds in writing that any of the following applies:

1. The building is the subject of an active zoning or building permit application or permit for repair or rehabilitation and the owner is progressing diligently to obtain such zoning or building permit or to complete the repair or rehabilitation.

2. The building meets all codes, is ready for occupancy, and is actively being offered for sale, lease, or rent.

3. The code official may grant an extension of the 120-day period of vacancy to one year for properties inherited or under probate.

4. The code official may waive the time limit to remedy a blighted building in cases where an event such as fire, flood, or earthquake interferes with the owner's ability to complete the corrective action within the specified time.

Sec. 5-08.04. Declaration of public nuisance.

All or any part of any real property, or any building or structure located thereon, found to be maintained in violation of this article is hereby declared a public nuisance and may be abated pursuant to the procedures set forth in this article. The procedures for abatement set forth herein shall not be exclusive and shall not in any manner limit or restrict the City from enforcing other City ordinances or abating public nuisances in any other manner provided by law.

Sec. 5-08.05. Notice to owner of abatement of nuisance.

Whenever the City determines that property in the City is maintained as a nuisance as provided for in this article and that abatement of such nuisance is required, it shall:

A. Provide written notice of abatement to the owner in the manner and in the form provided in this article.

B. The notice shall state the proper street address of the subject property and shall be served on the owner. Such notice shall be deemed properly served if a copy thereof is:

(1) Delivered personally to the owner; or

(2) Sent certified or first-class mail, postage prepaid to the owner at their last known address as the same appears on the last equalized assessment roll of the county of Monterey; and

(3) One copy of the notice shall be conspicuously posted at the property that is the subject of the notice.

C. The notice shall advise the owner of a reasonable time limit in which the owner shall take corrective action to remedy the nuisance. In no event shall the owner be given less than seven (7) calendar days, and no more than sixty (60) calendar days to take corrective action, except where there is an immediate threat to public health or safety when shorter notice may be prescribed. The owner must commence the corrective action requested in the notice within thirty (30) days of the date of the notice. The City may waive the time limits of this subsection only if a natural disaster, such as, fire, flood or earthquake interferes with the owner's ability to complete the corrective

action within the specified time, the work to be performed is inherently of a nature which cannot reasonably be completed within the time limits, or except as provided in this article.

D. The notice shall specify the section of law violated and state all the facts constituting the nuisance.

E. The notice shall specify the corrective action required, including temporary corrective action when appropriate and inform the owner of City programs, if any, available to assist low-income property owners with repairs to their property. The corrective action shall be such that it eliminates the significant adverse visual impact of the property on the neighborhood and eliminates the contribution of that property to the dilapidated or deteriorated appearance of the neighborhood as determined by the code official.

F. The notice shall advise the property owner that failure to correct the violation may result in levying citations and/or in the City's correcting the violation and collecting the charges by billing or by lien on the property.

G. The notice shall advise the owner of the right to file an appeal within fifteen calendar days if the owner seeks to challenge the charge that a nuisance exists.

H. The notice shall advise the owner he/she must either correct the violation or request an appeal in order to avoid City abatement and liability for cost of abatement.

I. The notice shall advise the owner that failure to appeal shall constitute waiver of the right to an administrative hearing to contest the charge of nuisance.

Sec. 5-08.06. Appeal procedure--Administrative hearing.

The owner may appeal the notice of abatement to the City by filing an appeal within fifteen calendar days of the date of mailing of the notice of abatement. The appeal shall identify the property and state the objections together with all material facts in support thereof.

Sec. 5-08.07. Service of notice of hearing.

A. In the event the owner appeals the notice of abatement, the City shall schedule a hearing before a hearing officer designated by the City.

B. Notice of hearing shall be served personally or by first class mail on the owner, postage prepaid. The notice shall specify the time and place when and where the designated hearing officer will hear and decide upon the objections raised by the owner. Such notice shall be served not less than five days, exclusive of Saturdays, Sundays, and holidays, prior to the time set for the hearing. Service shall be deemed complete at the time notice is personally served or deposited in the mail.

Sec. 5-08.08. Waiver of hearing.

Failure of the owner to appear at the hearing after notice has been served shall be deemed a waiver of the hearing and an admission by said owner of the nuisance charge. In the event of such failure to appear, the hearing officer may order that the nuisance be abated immediately thereafter.

Sec. 5-08.09. Hearing on objections.

The hearing officer shall hear and rule on objections to abatement of the nuisance. The owner may appear at the hearing by counsel. The formal rules of evidence shall not apply. All witnesses shall be sworn, and each party shall have the right to cross-examine adverse witnesses. The hearing may be continued from time to time. The hearing officer shall either allow or overrule the objections or make such other determinations as are consistent with this article and his/her decision shall be final except as provided in this article.

Sec. 5-08.10. Notice of decision.

The hearing officer shall notify the owner of his or her determination in writing and may direct the owner to abate the nuisance at his or her expense within a specified time period to the extent the nuisance has been found to exist. The time period specified shall be subject to the limitations set forth in this article.

Sec. 5-08.11. Hearing officer's decision final--Judicial review.

The hearing officer's decision shall be final and shall only be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

Sec. 5-08.12. City to perform abatement.

In the event the owner shall fail, neglect or refuse to comply with the notice of abatement, within the prescribed time, and if no appeal has been filed, or the owner appeals the notice of abatement and fails to abate the nuisance within the time specified by the hearing officer in the notice of decision, the City shall have the power to abate such nuisance without further notice, including the

power to condemn and destroy any property constituting the nuisance if the nuisance cannot be abated without destruction of such property. Said abatement may be pursued by City personnel or private contractor. The costs of abatement, including administrative and incidental expenses, shall be billed to the owner and shall be due and payable within thirty days thereafter.

Sec. 5-08.13. Costs of City abatement deemed lien.

The costs of abatement, including incidental expenses, incurred by the City shall constitute a nuisance abatement lien or a special assessment lien on the property whereon the nuisance existed as determined by the City and shall be recorded as such pursuant to the procedures set forth in the Municipal Code or any other procedures at law which provide for the recovery of abatement costs.

Sec. 5-08.14. Warrants.

In the event that the owner fails to consent to the City entering his or her property for the purposes of inspecting and/or abating a nuisance under this article, the City shall apply and be granted said warrants from the appropriate court if cause exists pursuant to Code of Civil Procedure Section 1822.52 to issue said warrants.

Sec. 5-08.15. No duty on City to enforce.

Nothing in this article shall be construed as requiring the City to enforce the prohibitions in this article against all or any properties which may violate the ordinance. Nothing in this section or the absence of any similar provision from any other City law shall be construed to impose a duty on the City to enforce such other provision of law.

Sec. 5-08.16. Violations--Penalties and remedies.

A. The remedies provided for under this section, are in addition to any the City or any person might have under applicable law.

B. Any person violating or causing the violation of this article, shall be guilty of a misdemeanor, in addition to any other remedies provided for in this article or under applicable law.

C. Any property owner ordered by the City to abate a property nuisance pursuant to this article on two or more separate occasions within a one-year period, shall be liable to the City for a civil penalty of one thousand dollars for each separate order to abate beginning with the second such order within a one-year period, except as provided in this article and except as may be provided elsewhere in the Municipal Code or applicable law.

D. The City Attorney may bring an action under this section on behalf of the City for injunctive or other relief, including an action for public sale of the property to pay any outstanding liens. In such an action, the City shall recover its costs of abatement, and court costs in addition to civil penalties.

E. Any person who owns or occupies any premises on the same City block on which the nuisance exists under this article or who lives within five hundred feet of such a nuisance (hereafter "aggrieved person") may file a civil action to abate such nuisance only if pursuant to this article the City has notified the owner to abate the nuisance and the owner has failed to abate the nuisance in the manner required by the City. In any action brought under this subsection, the court may grant all appropriate relief against the property owner causing the nuisance, including public sale of the property, damages and costs which the aggrieved person may have incurred as a result of such nuisance.

F. In any action brought under this section, the court shall award reasonable attorney's fees to any prevailing plaintiff, including the City. Any aggrieved person who initiates a civil action under this section, shall file a copy of his or her complaint against the property owner and a copy of the court's decision with the City Clerk.

Sec. 5-08.17. Annual review.

One year after the effective date of this article, and every year thereafter, the council shall conduct a hearing upon the report submitted by the code official or his duly authorized representative for the purpose of hearing all protests and objections to same, the work done thereunder and the costs contained therein.

A. At least ten days in advance of such hearing, the city clerk shall notify the persons owning property upon which work was performed under Section 5-08.13 of the date, time and place of such hearing and the total cost to be charged against such person and property, which total cost shall include such charges as the council, by resolution, has determined for administrative expenses connected with the removal and the collection of costs thereof.

B. At the public hearing, the council shall hear and determine all protests and objections to the report and the work done thereunder and costs contained therein, and shall, by resolution, confirm, amend, or reject the report, either in whole or in part.

C. Any special assessment filed against real property under this article shall be imposed following the procedure set forth in Division 3 of Article V of Chapter 1 of the City Code.

Sec. 5-08.18. Inspection fees.

The City Council may, by resolution, establish fees for inspection of properties found to be in violation of this ordinance.

Division 2. – Vacant Properties

Sec. 5-08.19. Maintenance requirements

The owner of a vacant property shall maintain the property in compliance with this Article and shall not allow the property to become a blighted property. Where an owner is located outside of the area, a local property manager shall be contracted to maintain the property. The local property manager shall perform weekly inspections to verify that the requirements of this division, and any other applicable laws, are met. If the property is found to be noncompliant, or if notification of noncompliance is reported to the local property manager, the local property manager shall bring the property back into compliance within seventy-two (72) hours of notice thereof.

Sec. 5-08.20. Security requirements

A. Properties subject to this division shall be maintained in a secure manner so as not to be accessible to any unauthorized persons or animals. Secure manner includes but is not limited to the closure and locking of windows, doors (walk-through, sliding, and garage), gates and any other opening of such size that it may allow a person to access the interior of the property and/or structure(s).

(1) There shall be at least one operable door into the building or structure. If an existing door is operable, it may be secured with a suitable lock. All other openable doors may be closed from the interior by toenailing them to the door frame or by securing with a suitable lock.

B. Vacant buildings shall be boarded when the building can no longer be secured against intrusion by the closing and locking of doors and windows.

(1) Boarding of doors and windows shall only be utilized upon repeat breach of the building or structure.

(2) To the extent feasible, the boarding up shall cause the property to have the appearance of an occupied residence or commercial business, as determined by the code official.

C. Vacant buildings that are deemed immediately dangerous by the Building Official or Fire Marshal and are open and accessible to the general public may be summarily boarded by the city.

Sec. 5-08.21. Signage Requirements

The vacant lot, building or structure shall be posted with the name, address, and twenty-four (24) hour contact phone number of the owner or local property manager. The posting shall be on a form provided by the City at the time of registration. The posting shall be no less than eleven inches by seventeen inches and shall be of a font that is legible from the public right of way and shall contain, along with the name and twenty-four-hour contact number, the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible from the street; if no such area exists or if property is a vacant lot, the posting shall be placed on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Any exterior posting must be constructed of and printed with weather resistant materials.

Sec. 5-08.22. Registration Requirements for Vacant or Foreclosed Properties

A. The registration requirements under this section shall apply to residential property and commercial property located within the city of Salinas.

B. Any person who holds any property interest in any vacant lot, building or structure subject to this ordinance where such property is located within the city of Salinas must register the property with the City on registration forms provided by the City. The registration form must identify and have contact information stating who initiated the recording of the notice of default, if applicable, and who will be performing the maintenance obligations related to the property.

C. The registration requirement is triggered within ten (10) days after either of the following occurs:

- (1) The property was a "vacant property" at the time of the effective date of this section;
- (2) The property becomes a "vacant property" subject to this section;
- (3) The City notifies any person that their property or structure is a "vacant property" subject to this section; or

(4) A notice of default has been recorded.

D. The registration requirement for all vacant and foreclosed properties continues until the property is legally occupied, at which time the property owner will notify the City that the property is legally occupied by furnishing the executed lease, deed, or other proof of legal occupancy.

E. For foreclosed buildings subject to registration because a notice of default has been recorded, the registration requirement is triggered for the existing property owner within ten days of the recording of the notice of default, and for the new property owner, it is triggered within ten days of acquiring the property at a trustee sale and such requirement continues until the property is legally occupied, and the property owner notifies the City that the property is legally occupied via executed lease, deed, or other proof of legal occupancy.

F. Properties subject to this section shall remain subject to the annual registration requirement so long as they remain vacant.

G. Any person that has a registered property under this section must make a written report to the City of any change of information contained in the registration within ten (10) days of the change.

H. The duties and obligations of this section shall be joint and several among and between all owners, owners or record, beneficiaries, and trustees, and their respective agents, successors, and assigns.

I. The fee for registering a vacant property shall be set and amended from time to time by resolution of the City Council.

Sec. 5-08.23. Enforcement, violations and penalties

The code official shall be responsible for enforcement of this chapter. In addition to any other remedies provided by law, violations of this section shall be subject to the penalties and provisions set forth in the administrative remedies section of the Salinas Municipal Code and may be subject to other fees and penalties which may be approved by Resolution of the City Council.

SECTION 2. 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 phase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. Effective Date. This Ordinance will take effect thirty (30) days from and after its adoption.

SECTION 4. CALIFORNIA ENVIRONMENTAL QUALITY ACT. The City Council finds and determines that this Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

PASSED AND ADOPTED this ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayo

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney



Legislation Text

File #: ID#19-143, **Version:** 1

Amendment No. 2 to the Professional Services Agreement between the City of Salinas and R3 Consulting Group, Inc. for expanded Solid Waste Management Consulting Services

Approve a Resolution approving Amendment No. 2 to the May 1, 2017, Professional Services Agreement between the City of Salinas and R3 Consulting Group, Inc., in the amount of \$169,950 for expanded solid waste consulting services; and approve supplemental appropriation of \$169,950 from the General Fund to fund the proposed scope of services.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: MARCH 5, 2019

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, DIRECTOR

BY: JIM SANDOVAL, ASSISTANT DIRECTOR/CITY ENGINEER

TITLE: AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SALINAS AND R3 CONSULTING GROUP, INC. FOR EXPANDED SOLID WASTE MANAGEMENT CONSULTING SERVICES

RECOMMENDED MOTION:

A motion to approve a resolution that approves:

- a. Amendment No. 2 to the May 1, 2017, Professional Services Agreement between the City of Salinas and R3 Consulting Group, Inc., in the amount of \$169,950 for expanded solid waste consulting services.
- b. A supplemental appropriation of \$169,950 from the General Fund to fund the proposed scope of services.

RECOMMENDATION:

It is recommended that the City Council approve a resolution that approves:

- a. Amendment No. 2 to the May 1, 2017, Professional Services Agreement between the City of Salinas and R3 Consulting Group, Inc. (Amendment No. 2), in the amount of \$169,950 for expanded solid waste consulting services.
- b. A supplemental appropriation of \$169,950 from the General Fund to fund the proposed scope of services.

The purpose of Amendment No. 2 is for R3 Consulting Group, Inc. (R3) to continue assisting the City of Salinas (City) in its efforts to maximize the level of solid waste management services within the City, minimize costs to rate payers, and expedite the removal of the Sun Street Transfer Station from the Alisal Marketplace to encourage economic development opportunities.

BACKGROUND:

The County and all cities in Monterey County are faced with the significant challenges in complying with recent environmental laws that govern the management of solid waste and mandate additional solid waste diversion from landfills. These laws are primarily focused on diverting organic waste (AB 1594,

SB 1826, SB 1383) and recyclables (AB 341) from landfill disposal and will have a profound and long-term impact on all stakeholders involved in paying for and managing Monterey County's solid waste systems.

In an effort to efficiently meet the demands of these mandates and increase the redevelopment potential of the Alisal Marketplace, the City has activated a number of initiatives to achieve these goals:

- On August 7, 2018, the City Council approved a resolution that supports collaboration through a memorandum of understanding (MOU) between the Salinas Valley Solid Waste Authority (SVSWA) and the Monterey Regional Waste Management District (MRWMD) to leverage their resources and efficiently maximize the use of the existing solid waste processing and landfill facilities in Monterey County to minimize the impact of the state regulations noted above. On July 17, 2018, the Monterey County Board of Supervisors declared support of the same MOU.
- In October 2018, the City hired R3 to implement a performance review (i.e., audit) of Republic Services of Salinas (Republic)—the City's franchised solid waste collection company. The audit is being conducted in accordance with Provision 8.8 of the *November 1, 2010 Franchise Agreement between the City and Republic Services*. Per the Franchise Agreement, the audit will be paid for by Republic. The audit is expected to be finalized by the first week of March.
- On November 6, 2018, the City Council approved a resolution that authorizes the City Manager to deliver a one year written notice to the SVSWA of the City's intent to withdraw from the *Joint Powers Agreement Between the City of Salinas, The City of Gonzales, The City of Greenfield, The City of King, The City of Soledad, and the County of Monterey Creating the Salinas Valley Solid Waste Authority*. This notice allows the City to continue the process of determining the most efficient and economical method of delivering waste disposal and diversion services to the Salinas community, and it will allow the SVSWA to begin the process of assessing how to address the City's potential withdrawal from the Joint Powers Agreement.

DISCUSSION:

The above State mandates and City initiatives, along with Republic's purchase of the Madison Lane Transfer Station in December, have yielded a complex citywide solid waste program with numerous options and variables for the City to assess and manage in 2019. Accordingly, staff have asked R3 to develop a scope of services (SOS) aimed at helping the City assess its options to maximize the level of solid waste management services, while minimizing costs. In summary, the SOS includes the following elements:

Task 1--Post-Collection Facility Options

Task 1 will include an evaluation and rate impact analysis of various scenarios for delivery and use of post-collection facilities (i.e. MRF, transfer, disposal, organics processing). Relevant facilities within a reasonable proximity to the City will be evaluated, including the option to remain as a member of the SVSWA.

Task 2--SVSWA Options and Summary Report

This task will include analyses of the regulatory, contractual, and financial obligations the City will incur if it chooses to withdraw its membership from the SVSWA. It will culminate into a cost-benefit analysis and summary report of the findings in Tasks 1 and 2. The report will include a step-by-step checklist and action plan timeline for the requirements and processes necessary to withdraw from the SVSWA and backfill the services that the SVSWA currently provides to the City.

Task 3--Revised /Amended Franchise Agreement

Task 3 will include working with Republic to a) develop a corrective action plan needed for Republic to address the problems identified in its recent audit, and b) develop and negotiate a revised Franchise Agreement to incorporate operational changes resulting from the decisions made by the City following the work completed in Tasks 1 and 2 above.

Complete details of the SOS are in R3's February 15, 2019, proposal included in Exhibit A of Amendment No. 2, which is attached herein. Please note that the SOS includes Tasks 4 and 5. These tasks have already been contracted with R3 in a \$50,000 purchase order executed in December with budgeted operational funds. R3's Tasks 4 and 5 will provide staff with guidance in taking over the management of the Republic franchise agreement from SVSWA; technical and regulatory assistance in the MOU effort between the SVSWA and MRWMD; and general solid waste management technical and regulatory support. Staff asked R3 to provide more details for Tasks 4 and 5 in the subject proposal because Tasks 1-3 will slightly change the original scope of work for those tasks.

CEQA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

The proposed SOS supports the Council's goal of a "Health, Vibrant Sustainable and Green Community" and its initiative to "Practice environmentally responsible conservation, re-use and recycling of its resources".

DEPARTMENTAL COORDINATION:

Public Works staff has consulted with other City Departments to develop the recommendation herein, including Administration, Finance, and Legal. Should the City Council approve the recommendation, Public Works will continue to collaborate with these departments, along with Community Development.

FISCAL AND SUSTAINABILITY IMPACT:

R3 proposes to undertake Tasks 1-3 for a not-to-exceed amount of \$169,950. To fund this amount, staff requests that the City Council approve a supplemental appropriation from the General Fund.

Staff recommends that R3 be hired as a sole source vendor because they have provided extensive research, technical and regulatory support, and reporting on solid waste operations in Salinas and Monterey County. Thus they are uniquely familiar with the Salinas and regional solid waste issues, and the Franchise Agreement between Republic Services and the City.

The work proposed herein is critical to the City in its efforts to maximize the level of solid waste management services within the City, minimize costs to rate payers, and expedite the removal of the Sun Street Transfer Station from the Alisal Marketplace to encourage economic development opportunities.

ATTACHMENTS:

- Resolution
- Amendment No. 2 to the May 1, 2017, Professional Services Agreement between the City of Salinas and R3 Consulting Group, Inc.

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALINAS AUTHORIZING
AND DIRECTING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT
TO AN AGREEMENT BETWEEN THE CITY OF SALINAS AND R3 CONSULTING
GROUP, INC.**

WHEREAS, proposed Amendment No. 2 of the Agreement with R3 Consulting Group, Inc. (R3) is established to continue assisting the City of Salinas (City) in its efforts to maximize the level of solid waste management services within the City, minimize costs to rate payers, and expedite the removal of the Sun Street Transfer Station from the Alisal Marketplace to encourage economic development opportunities; and

WHEREAS, R3 proposes a not-to-exceed fee of \$169,950 to perform the scope of services in its February 15, 2019, proposal included in Exhibit A of Amendment No. 2, which is attached herein; and

WHEREAS, a supplemental appropriation of \$169,950 from the General Fund is necessary to fund the proposed scope of services; and

WHEREAS, R3 has provided extensive research, technical and regulatory support, and reporting on solid waste operations in Salinas and Monterey County; and

WHEREAS, R3 is uniquely familiar with the Salinas and regional solid waste issues, and the Franchise Agreement between Republic Services and the City; and

WHEREAS, R3 is therefore properly characterized as a “sole source” through the City Sole Source Justification category of “compatibility” and is exempt from competitive bidding requirements per City of Salinas *Municipal Code Chapter 12, Sections 25 and 27*.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Salinas that it hereby authorizes and directs the City Manager of the City of Salinas to execute that certain Second Amendment to the Agreement between the City of Salinas and R3 Consulting Group, Inc. (R3) upon the terms and conditions set forth in the said Second Amendment to the Agreement as presented to the Council this date; and

BE IT FURTHER RESOLVED, by the City Council of the City of Salinas that it hereby authorizes and directs the City Finance Director to make a supplemental appropriation of \$169,950 from the General Fund to fund the proposed scope of services in the said Second Amendment to the Agreement.

PASSED AND APPROVED this 5th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Amendment No. 2

Agreement for Professional Services Between The City of Salinas and R3 Consulting Group, Inc.

This Second Amendment to the Agreement for Professional Services is entered into by and between the City of Salinas, a California Charter city and municipal corporation, and R3 Consulting Group, Inc., a California corporation.

Recitals

WHEREAS, the City of Salinas (“City”) and R3 Consulting Group, Inc. (“Consultant”) entered into an Agreement for Professional Services dated May 1, 2017 (the “Original Agreement”), for professional services associated with municipal solid waste management; and

WHEREAS, the Consultant’s scope of services has changed such that the Original Agreement must be amended; and

WHEREAS, the City and the Consultant desire to amend the terms of the Original Agreement in order to accommodate the change in the scope of the Consultant’s services.

NOW, THEREFORE, in mutual consideration of the covenants, terms, and conditions of the Original Agreement and of this Second Amendment to the Original Agreement, the parties agree as follows:

1. **Amendment to Consultant’s Scope of Services.** The scope of the services to be performed and provided by the Consultant and attached to the Original Agreement as Exhibit A is amended to include the additional services and amounts of compensation shown and more particularly described on the Consultant’s February 15, 2019 proposal attached to Exhibit A.
2. **Term; Completion Schedule.** The termination date of the Original Agreement shall be extended to December 31, 2020.
3. **Amendment to Compensation.** Consistent with Section 1 of this Second Amendment and the scope of services attached hereto as Exhibit A, the City shall pay to Consultant a total amount of compensation, for services rendered pursuant to this Second Amendment, in an amount not to exceed one hundred sixty-nine thousand nine hundred fifty dollars (\$169,950).
4. **Original Agreement.** All covenants, terms, and conditions of the Original Agreement, as originally written and set forth therein, shall remain unchanged and shall remain in full force and effect as if set forth fully herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and R3 Consulting Group, Inc., have entered into this Second Amendment to the Professional Services Agreement.

CITY OF SALINAS

Ray Corpuz, City Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

R3 CONSULTING GROUP, INC.

By: Richard Tagore-Erwin
Its: Principal

Date

Exhibit A

Proposal for Contract Management and Consulting Services

Northern California Office

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

San Francisco Bay Area Office

2600 Tenth Street, Suite 424, Berkeley, CA 94710
Tel: 510-647-9674

Southern California Office

Tel: 323-491-8868

February 15, 2019

Mr. Jim Sandoval
Assistant Public Works Director
City of Salinas
200 Lincoln Ave
Salinas CA, 93901

Subject: Strategic Assistance to the Solid Waste efforts of the City of Salinas

Dear Mr. Sandoval:

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal to continue assisting the City of Salinas in their efforts to maximize the level of service provided by Republic Services. The City is currently in a position to enhance every aspect of the quality of service provided to its customers, through collections, post-collections, and contractual opportunities and R3 is honored to aid the City in the difficult decisions ahead. The Task we have outlined in the following pages are interrelated but can be budgeted as stand-alone work tasks. We envision the final outcome to help guide the City in its strategic management of its solid waste collection, processing and disposal system. *Also, please note that the City should require Republic to pay for Task 2, Republic is required to pay for Task 4, and the City should consider requiring Republic to pay for Tasks 1 and 3 due to the importance to Republic if its long-term viability of remaining the City's franchised hauler.*

* * * * *

We appreciate the opportunity to submit our proposal to the City of Salinas. Should you have any questions regarding our proposal, or need any additional information, please contact me by phone at (916) 782-7821 or by email at rterwin@r3cgi.com. As Principal at R3, I am authorized to contractually obligate R3 and negotiate contracts on behalf of the organization.

Sincerely,

R3 CONSULTING GROUP



Richard Tagore-Erwin | Principal

Scope of Work

Task 1 Post-Collection Facility Options

Task 1.1 Post-Collection Facility Scenarios

R3 Consulting Group, Inc. will work with Republic to analyze and review various options for delivery and use of post-collection facilities (i.e. MRF, transfer, disposal, organics processing). Several scenarios will be developed to depict the potential impacts of facility selection including but not limited to comparative analysis of distances, average processing time of a collection vehicle through the facility via time-in-motion, and tonnage capacities and tipping fees for the facilities if the City's solid waste is redirected there. The cost analysis will take into account the requirements for "City Direction" as included in the Franchise Agreement (Agreement). Relevant facilities within a reasonable proximity to the City will be evaluated, including the option to remain as is.

The anticipated scenarios are as follows:

Scenario A – Direct Haul to Monterey Regional Waste Management District (MRWMD)

Scenario B – Direct Haul to Johnson Canyon Landfill (JCLF)

Scenario C – Direct Haul Hybrid – MRWMD/JCLF

Scenario D – Transfer from Madison Lane Transfer Station (Temporary Scenario: 6 mos. – 2 yrs.)

Scenario E – Remaining in the Salinas Valley Solid Waste Authority – Joint Powers Association (SVSWA)

All of the above scenarios, with the exception of Scenario E, will include City debts and liabilities to SVSWA. Potential separation from the SVSWA will be examined in Task 3 below.

Task 1.2 Review of GreenWaste Agreement between Republic and SVSWA

R3 will review the current green waste tipping agreement to ensure compliance of contractual obligations, as well as analyzing new requirements established in SB 1383 that must be met.

Task 1.3 Comparative Rate Analysis

R3 will implement a comparative collection rate analysis of Republic versus the other haulers within Monterey County, including GreenWaste Recovery, Inc.; Waste Management, Inc. (WMI); and Monterey Disposal Service, Inc. The analysis may also include communities outside the county similar to Salinas. R3 will factor the following items into the analysis:

- Current direct-haul distances of the above collection companies vs. the distance Republic would direct-haul;
- The varying container tipping fees, processing fees, and other relevant fees associated with post-collection facilities for haulers; and
- Rate comparisons of the most common residential and commercial rate-categories (e.g., 32 gallon cart; 3 cubic yard bin).

Task 1.4 Opportunity Cost Analysis

R3 will evaluate the opportunity cost and potential economic development opportunity at Sun Street Transfer Station (SSTS).

Task 1 Deliverables

- Excel Rate Model depicting the projected impacts of selecting a particular post-collection facility, via several scenarios; and
- Rate impact options analysis report, including:
 - Comparison of Republic's residential and commercial rate structures relative to material types collected and tonnages generated;
 - Analysis of green waste agreement with Republic and SVSWA, including recommendations for actions, if needed;
 - Excel spreadsheet containing a comparative rate table of haulers, as described in Task 1.3; and
 - Results of the Opportunity Cost Analysis to be included in the Task 2.4 Summary Report.

Task 2 SVSWA Options and Summary Report

Task 2.1 City Alternatives to the SVSWA

R3 will analyze the City's requirements and options if the City withdraws from the SVSWA documenting the City's regulatory requirements if it is not part of a regional agency. In the event that the City separates from the SVSWA, the City would inherit the regulatory requirements that the SVSWA provides. The City would need to establish accountability for the following:

- Waste Diversion reporting to CalRecycle, including managing:
 - Current requirements and logistics;
 - Future requirements; and
 - Reporting requirements other than Diversion.

Specifically, under AB 939 the City is required to develop its own planning documents (SRRE, HHWE, NDFE, Waste Characterization Study), and provide for all AB 939 and annual reporting, Household Hazardous Waste Programs, public education, and program monitoring. Currently the services and programs are being provided by the SVSWA, but are paid for from the AB 939 surcharge levied by SVSWA against Salinas' franchised disposal tonnage. In turn, the surcharge is incorporated into customer rates, as well as the transfer station charge. As part of our analysis, R3 will calculate the current AB 939 and transfer station charges in total amounts, and as part of current customer rates. Options that will be addressed would include, for example:

- Appropriate use of current AB 939 and transfer station charges (i.e. pay for required AB 939 programs, offset direct haul costs);
- Contracting with MRWMD;

- Contracting back or renegotiating required services with SVSWA;
- Hiring additional City staff;
- Utilizing contract staff or consultants;
- Requiring Republic to offer HHW and expanded public outreach programs; and/or
- A combination of the above.

R3 will summarize the requirements, timeline needed and estimated associated costs (or savings) to City if it withdraws from the SVSWA.

Task 2.3 Review of Financial Obligations to SVSWA

R3 will conduct an analysis of the City's financial obligations to the SVSWA in advance of a potential withdrawal. The analysis will include all items that were acquired by the SVSWA for the purposes of managing the post-collection material processing of the JPA jurisdictions that will be financially affected by the subtraction of the City of Salinas. The list of items will include but is not limited to, a review of the following:

- Bond debt;
- Financial assurances for JCLF and the three closed landfills, including costs associated with:
 - environmental liabilities;
 - closure; and
 - post-closure.
- Capital investments purchased by the SVSWA, including:
 - Equipment;
 - JCLF;
 - Sun Street Transfer Station; and
 - Currently closed landfills.

Task 2.4 Summary Report

Following the analysis of items in Task 1 through Task 2.3, in conjunction with City staff, R3 will draft a plan of action for the City to meet its obligations to its rate payers and SVSWA, and address compliance with CalRecycle mandates. This will include the cost-benefit analysis of direct-haul, use of Madison Lane Transfer Station, potential withdrawal from SVSWA, staffing needs related to AB 939 program requirements, and the impact on franchised services. We anticipate our Task 2.4 Summary Report will include:

- Summary of City obligations and options to meet regulatory requirements of AB 939, AB 341, AB 1594, AB 1826, SB 1383;
- Matrix of alternatives and estimated impacts of continuing to be part of the SVSWA and/ or withdrawing from the SVSWA;

- Summary of programmatic and financial obligations and recommended plan of action for the City to meet them;
- Cost/savings analysis of:
 - Direct haul;
 - Withdrawal from the SVSWA;
 - Up-front costs; and
 - On-going costs;
- Checklist of City requirements and step-by-step process associated with the potential withdrawal from the SVSWA; and
- Action Plan Timeline.

Task 2 Deliverables

- Draft and Final Summary Report of the results of Task 1 – Task 2.3; and
- Meetings as necessary with City Staff, Republic, and CalRecycle.

Task 3 Revised /Amended Franchise Agreement

Task 3.1 Corrective Plan of Action

Building on the Performance Review conducted in 2018, R3 will work with the City (and Republic) to implement corrective actions needed for Republic to address the identified problem areas (overweight loads, excessive driver hours, lack of staffing, etc.) outlined in the 2018 Performance Review. The 2018 Performance Review results will be used to set the foundation for a Republic created Corrective Plan of Action to the City. Any Corrective Plan of Action must contain a targeted completion date for all addressed items.

Task 3.2 Propose Agreement Revisions / New Agreement

The current Agreement will be revised to incorporate industry standards, including but not limited to:

- Term;
- Use of facilities;
- Recent legislation (i.e., AB 1594, AB 1826, SB 1383);
- Updated reporting requirements;
- Specific diversion requirements;
- Flow control;
- Addition/revision of liquidated damages; and

- Inclusion of a contract extension payment, reimbursement, or Vehicle Impact Fee to account for the costs associated with road repairs and maintenance due to the degradation of city streets by commercial vehicles.

R3 will assess the opportunities and challenges of a contract extension payment, reimbursement, and/or Vehicle Impact Fee by exploring:

- Options for assumption, payment, or reimbursement of the City's financial obligations of leaving the SVSWA; and
- Addition of a service for a Citywide "Clean Team", including street sweeping services, homeless encampment clean-ups, litter abatement, graffiti abatement, etc.

R3 will also address factors that may impact collection services, but are indirectly tied to the Agreement, such as the impact(s) of a potential withdrawal from the SVSWA. As noted above, these could include . Household Hazardous Waste (HHW) drop locations and direct haul vs. utilizing Madison Lane Transfer Station to transfer solid waste collected by Republic.

Additionally, we will revise the Agreement to reflect the post-collection facility selection following completion of Task 1, and any additional changes from the outcome of Task 2. R3 will also assess the implications of self-haul tonnage through Madison Lane Transfer Station and/or satellite drop off locations within the City and a review of post-collection tonnage capacity permits at Madison Lane Transfer Station to ensure that the facility can adequately support additional tonnage inflow.

The following items will also be discussed for potential inclusion in an updated Franchise Agreement:

- Protective measures against the current decline in the recycling revenue market due to China's National Sword Policy;
- Ensuring current and future regulatory requirements of AB 939 and other mandates are met and maintained by:
 - Assigning responsibility for adhering to those regulation requirements; and
 - Direct reporting by the City or City-designated party.
- Collection and disposal or beneficial use of agricultural culls.

Conversely, based on the findings of the 2018 Performance Review and the analyses in Task 1, the City may wish to explore early termination of the current Agreement with Republic for performance lapses, and R3 will assess options for the City to do so. R3 will utilize the contract compliance findings from the 2018 Performance Audit as a basis for potential breach due to Republic's failure to adhere to the mandated requirements of the current Agreement. This avenue will require a review of the findings with the City Attorney to determine the viability of the City's departure from the current Agreement. Contract separation may necessitate a review of Republic's capital investments to determine the costs of replacing the hauler.

Task 3 Deliverables

- DRAFT of revisions (with tracked changes) to the current Franchise Agreement for City review, including supporting memorandums and calculations to support the revisions;
- Phone and/or in-person meeting(s) to discuss proposed changes with City; and

- Negotiation assistance for City in discussions with Republic.

Task 4 Management of Franchise Agreement

Task 4.1 Contract Management Guide

The City would greatly benefit from a contract management guide (Guide) for managing its exclusive collection contract with Republic. R3 will prepare this Guide using the contract compliance checklist previously developed for Performance Reviews and incorporate any new requirements developed during Task 2. Prior to finalizing the Guide, R3 will seek review from the City and Republic, and incorporate any necessary modifications. The Guide will include, at a minimum, the following:

- Introduction on how to use the Guide;
- Summary of City and Republic's solid waste responsibilities, as laid out in the contract;
- A calendar of compliance / reporting requirements and details;
- Terms and conditions for assessing liquidated damages; and
- Other monitoring details, as requested by the City.

Note: the Guide will be updated to reflect the results of Task 2 and 3.

The final Guide will be provided to both the City and Republic in the form of an electronic spreadsheet and as a PDF file. City staff will be able to use this guide to either manage the contract internally, or through the use of a third party, and ensure that terms and conditions are met in a timely manner.

Additionally, the following items will be included in the Guide:

- Checklist of procedures; and
- Requirements of regulatory obligations.

Once finalized, the Guide will be referenced in the updated Franchise Agreement and integrated into the Agreement as an attachment. Please note that Task 4.1 is a compilation of the responsibilities previously held by SVSWA.

Task 4 Deliverables

- Guidelines document:
 - Checklist of management procedures;
 - Regulatory action items; and
 - Reporting forms and templates.

Task 5 Memorandum of Understanding (MOU) and General Consulting Solid Waste Services

R3 will assist the City in implementation of the Memorandum of Understanding (MOU) between MRWMD and the SVSWA, and provide general solid waste management consulting services to the City, as requested.

Schedule

Table 1 below includes the tentative project schedule.

Table 1
Tentative Schedule

Task # and Description	Start Date	End Date
Task 1: Post-Collection Facility Options	March 6, 2019	May 15, 2019
Task 2: SVSWA Options and Summary Report	March 6, 2019	August 15, 2019
Task 3: Revised /Amended Franchise Agreement	March 6, 2019	October 15, 2019
Task 4: Management of Franchise Agreement	Under Contract	June 30, 2020
Task 5: MOU Support and General Solid Waste Consulting Services	As Needed	

Proposed Cost

Table 2 is a not-to-exceed cost estimate of \$169,950 to undertake Tasks 1 - 3, as outlined above. Table 3 includes a not-to-exceed cost estimate of \$49,935 to undertake Tasks 4- 5, as outlined above. Tasks 4 - 5 are partially contracted through Purchase Order No. 2019-00003317, dated 12/28/18. The project cost includes labor, travel, and project expenses, and includes the work and deliverables as listed for each task. R3 will invoice the City of Salinas on a monthly basis only for actual work completed. We would be happy to discuss changes to our scope or budget as may be needed to align with the City of Salinas' needs. ***Please note that the City should require Republic to pay for Task 3, Republic is required to pay for Task 4, and the City should consider requiring Republic to pay for Tasks 1 and 2 due to the importance to Republic if its long-term viability of remaining the City's franchised hauler.*** Attachment 1 includes a breakdown by staff, hours and costs by tasks.

Table 2
Project Costs – Tasks 1 - 3

Task	Cost
Task 1: Post-Collection Facility Options	\$39,935
Task 2: SVSWA Options and Summary Report	\$45,095
Task 3: Revised /Amended Franchise Agreement	\$84,920
Totals Tasks 1 - 3	\$169,950

Table 3
Project Costs – Tasks 4 and 5

Task	Cost
Task 4: Management of Franchise Agreement (FY 2019/20)	\$24,920
Task 5: MOU Support and General Solid Waste Consulting Services	\$25,015
Totals Tasks 4 - 5	\$49,935

Billing Rates

Table 4
Billing Rates

Classification	Hourly Rate ¹
Principal	\$215 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$175 per hour
Senior Project Analyst	\$160 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$145 per hour
Associate Analyst	\$130 per hour
Administrative Support	\$115 per hour

¹ We charge 150% of the above hourly rates for expert witness services including deposition, testimony, etc.

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.

Attachment 1

Table 2 -- Project Costs for Tasks 1 - 3										
Tasks		R. Tagore-Erwin (Principal)	G. Schultz (Principal)	W. Schoen (Sr Manager)	R. Calkins, C. Baxter, N. Lessa (Sr Project Analyst)	C. Wilson, N. Tagore-Erwin (Project Analyst)	J. Barile (Admin Support)	Cost	Hours	
		\$215	\$215	\$175	\$175	\$145	\$115			
1	Post-Collection Facility Options	85		10	78	40	4	\$39,935	217	
2	SVSWA Options and Summary Report	122	8	48	48		3	\$45,095	229	
3	Revised / Amended Franchise Agreement	240	24	8	84	80	4	\$84,920	440	
Totals Tasks 1 - 3		Hours	447	32	66	210	120	11		875
		Costs	\$96,105	\$6,880	\$11,550	\$36,750	\$17,400	\$1,265	\$169,950	

Table 3 -- Project Costs for Tasks 4 and 5										
Tasks		R. Tagore-Erwin (Principal)	G. Schultz (Principal)	W. Schoen (Sr Manager)	R. Calkins, C. Baxter (Sr Project Analyst)	C. Wilson, N. Tagore-Erwin (Project Analyst)	J. Barile (Admin Support)	Cost	Hours	
		\$215	\$215	\$175	\$175	\$145	\$115			
4	Management of Franchise Agreement	50			22	68	4	\$24,920	144	
5	Memorandum of Understanding (MOU) and General Solid Waste Consulting Services	78			40	7	2	\$25,015	127	
Totals Tasks 4 - 5		Hours	128	0	0	62	75	6		271
		Costs	\$27,520	\$0	\$0	\$10,850	\$10,875	\$690	\$49,935	



City of Salinas

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

Legislation Text

File #: ID#19-134, **Version:** 1

Minutes

Approve minutes of February 19, 2019.



City of Salinas

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

Legislation Text

File #: ID#19-144, **Version:** 1

Financial Claims

Approve financial claims report.

City of Salinas

Claim Check Report 428997-429114

From Payment Date: 2/15/2019 - To Payment Date: 2/19/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
428997	02/15/2019	Open	Wells Fargo Clearing Services, LLC	\$13,806.02
428998	02/15/2019	Open	J.P. Morgan Securities LLC	\$300,000.00
428999	02/19/2019	Open	Carlos Rios	\$334.50
429000	02/19/2019	Open	Carlos Rios	\$334.50
429001	02/19/2019	Open	Carlos Rios	\$334.50
429002	02/19/2019	Open	Carlos Rios	\$334.50
429003	02/19/2019	Open	City Clerks Association of California	\$395.00
429004	02/19/2019	Open	Edward Lauderdale	\$373.87
429005	02/19/2019	Open	Eulalio Villegas	\$232.00
429006	02/19/2019	Open	Gloria De La Rosa	\$102.00
429007	02/19/2019	Open	Jim Pia	\$102.00
429008	02/19/2019	Open	Jose Arreola	\$91.11
429009	02/19/2019	Open	Joshua Marmolejo	\$25.00
429010	02/19/2019	Open	Michele Lea Vaughn	\$428.18
429011	02/19/2019	Open	Patricia Barajas	\$200.70
429012	02/19/2019	Open	Pesticide Applicators Professional Association Inc	\$460.00
429013	02/19/2019	Open	Witmer Tyson Imports	\$3,300.00
429014	02/19/2019	Open	Fred Pryor Seminars: Workers' Compensation	\$299.00
429015	02/19/2019	Open	Melissa Mejia	\$189.05
429016	02/19/2019	Open	AIA Services LLC dba B Impressed	\$510.88
429017	02/19/2019	Open	Amazon.Com	\$1,539.45
429018	02/19/2019	Open	American Supply Company	\$664.99
429019	02/19/2019	Open	Amorim Enterprises Inc dba Pizza Factory	\$25.13
429020	02/19/2019	Open	Asap Alisal Signs And Printing	\$16.93
429021	02/19/2019	Open	AssetWorks LLC	\$402.78
429022	02/19/2019	Open	AT and T	\$165.58
429023	02/19/2019	Open	Bayside Oil II Inc.	\$330.00
429024	02/19/2019	Open	Beatriz A Barajas - Petty Cash Custodian	\$142.99
429025	02/19/2019	Open	BFS Landscape Architects	\$2,890.00
429026	02/19/2019	Open	Blancas Construction, Inc.	\$2,725.00
429027	02/19/2019	Open	California Water Service	\$18,903.99
429028	02/19/2019	Open	Carlons Fire Extinguishers Inc	\$165.51
429029	02/19/2019	Open	Carlos A Esquivel DbA Jacobs Maintenance Services	\$180.00
429030	02/19/2019	Open	CDW-G	\$5,905.67
429031	02/19/2019	Open	Center Point, Inc dba Center Point Large Printt	\$1,451.31
429032	02/19/2019	Open	Central Coast YMCA	\$13,750.00
429033	02/19/2019	Open	Cintas	\$2,906.80
429034	02/19/2019	Open	COBRA Solutions Inc	\$395.00
429035	02/19/2019	Open	Comcast	\$2,896.20
429036	02/19/2019	Open	Comcast (Business)	\$71.03
429037	02/19/2019	Open	Comcast (Business)	\$259.06

City of Salinas

Claim Check Report 428997-429114

From Payment Date: 2/15/2019 - To Payment Date: 2/19/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
429038	02/19/2019	Open	Comcast (Business)	\$323.05
429039	02/19/2019	Open	Comcast (Business)	\$71.03
429040	02/19/2019	Open	Conservation Technix Inc	\$3,335.00
429041	02/19/2019	Open	CorVel Corporation Inc dba CorVel Enterprise Compa	\$17,528.41
429042	02/19/2019	Open	CSG Consultants	\$11,355.00
429043	02/19/2019	Open	Davgp, Inc. dba Salinas Valley Tire	\$932.48
429044	02/19/2019	Open	Development Counsellors Int Ltd	\$20,500.00
429045	02/19/2019	Open	Devon Fehn dba Fehn Electric Co	\$3,539.67
429046	02/19/2019	Open	Don Chapin Inc	\$412.65
429047	02/19/2019	Open	EBSCO Industries, Inc dba EBSCO, EBSCO Information	\$4,938.25
429048	02/19/2019	Open	Edwards Truck Center Inc	\$534.56
429049	02/19/2019	Open	En Pointe Technologies Sales LLC	\$97.15
429050	02/19/2019	Open	Fashion Streaks	\$636.19
429051	02/19/2019	Open	FAST Services	\$1,215.00
429052	02/19/2019	Open	Ferguson Enterprises Inc #679	\$31.17
429053	02/19/2019	Open	Gina Schmidt	\$1,000.00
429054	02/19/2019	Open	Granite Construction Company	\$3,234.90
429055	02/19/2019	Open	Granite Rock Co	\$197.70
429056	02/19/2019	Open	Ground Zero Analysis, Inc	\$1,117.00
429057	02/19/2019	Open	Ingram Book Company	\$1,219.81
429058	02/19/2019	Open	Jacob Construction & Design, Inc.	\$117,283.89
429059	02/19/2019	Open	Jahaira Paola Navarro dba Dance Into Fitness with	\$185.25
429060	02/19/2019	Open	Jan Roehl Db a Jan Roehl Consulting	\$4,887.50
429061	02/19/2019	Open	Jensco Inc Db a J M Electric	\$766.40
429062	02/19/2019	Open	Jesse And Evan Inc dba La Plaza Bakery	\$145.00
429063	02/19/2019	Open	Jose Luis Corral dba Salinas Pizza	\$426.15
429064	02/19/2019	Open	Latitude Geographics Group, Ltd.	\$6,500.00
429065	02/19/2019	Open	League Of California Cities	\$34,412.00
429066	02/19/2019	Open	Lehr Auto Electric	\$27,461.49
429067	02/19/2019	Open	Leo C De La Rosa (Dist 4)	\$200.10
429068	02/19/2019	Open	McGilloway, Ray, Brown and Kaufman	\$42,879.22
429069	02/19/2019	Open	Midwest Tape, LLC dba Midwest Tape	\$103.59
429070	02/19/2019	Open	Monterey County Health Department	\$1,850.00
429071	02/19/2019	Open	Monterey County The Herald	\$203.49
429072	02/19/2019	Open	Monterey One Water	\$33.96
429073	02/19/2019	Open	Monterey One Water	\$16.98
429074	02/19/2019	Open	Monterey Transfer and Storage Inc	\$370.00
429075	02/19/2019	Open	Napa Auto Parts	\$45.01
429076	02/19/2019	Open	National Academy of Sciences	\$105.00
429077	02/19/2019	Open	Natividad Medical Center	\$341.00
429078	02/19/2019	Open	New Image Landscape Company	\$150.00

City of Salinas

Claim Check Report 428997-429114

From Payment Date: 2/15/2019 - To Payment Date: 2/19/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
429079	02/19/2019	Open	Office Depot Business Service Division	\$768.37
429080	02/19/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$2,409.00
429081	02/19/2019	Open	Pacific Gas and Electric Company	\$361.92
429082	02/19/2019	Open	PLM Lender Services Inc	\$1,550.00
429083	02/19/2019	Open	Pure Water	\$256.28
429084	02/19/2019	Open	Rancho Cielo Youth Center	\$2,682.60
429085	02/19/2019	Open	Recorded Books	\$427.44
429086	02/19/2019	Open	Republic Services of Salinas	\$598.90
429087	02/19/2019	Open	Rincon Consultants, Inc.	\$540.00
429088	02/19/2019	Open	Russell Auria Pest Control Services	\$285.00
429089	02/19/2019	Open	S & L Investments dba Salinas Valley ProSquad	\$486.09
429090	02/19/2019	Open	Safe Software Inc.	\$1,566.00
429091	02/19/2019	Open	Silver and Wright LLP	\$11,102.95
429092	02/19/2019	Open	Smart and Final Iris	\$888.77
429093	02/19/2019	Open	Smith and Enright Landscaping	\$1,440.00
429094	02/19/2019	Open	Smokey Key Service	\$164.76
429095	02/19/2019	Open	Target Pest Control	\$400.00
429096	02/19/2019	Open	Tehama Golf Club LLC	\$1,800.00
429097	02/19/2019	Open	The Bank Of New York Mellon	\$2,120.00
429098	02/19/2019	Open	The Ed Jones Company, Incorporated	\$637.73
429099	02/19/2019	Open	The Marketing Department Inc dba TMD Creative	\$661.40
429100	02/19/2019	Open	United Parcel Service	\$81.78
429101	02/19/2019	Open	Uretsky Security	\$10,421.25
429102	02/19/2019	Open	Val's Plumbing & Heating Inc	\$178.12
429103	02/19/2019	Open	Valley Fabrication Inc	\$1,371.14
429104	02/19/2019	Open	Valley Saw Shop	\$420.34
429105	02/19/2019	Open	Valley Trophies and Detectors	\$264.93
429106	02/19/2019	Open	Veritiv Operating Company Formerly xpedx	\$1,209.90
429107	02/19/2019	Open	W W Grainger Inc	\$2,685.16
429108	02/19/2019	Open	Williams Equipment Company	\$2,311.93
429109	02/19/2019	Open	Wingfoot Plastic Printing Services, Inc.	\$1,140.02
429110	02/19/2019	Open	York Risk Services Group, Inc.	\$6,680.75
429111	02/19/2019	Open	Aerodynamic Aviation/Josh Watson	\$563.05
429112	02/19/2019	Open	Bill Potts, Inc	\$386.77
429113	02/19/2019	Open	Jissella Duarte	\$10.79
429114	02/19/2019	Open	Melissa Mejia	\$22.33
Type Check Totals:				\$747,120.75
General Account - General Account Totals				

City of Salinas

Claim Check Report 429115-429312

From Payment Date: 2/18/2019 - To Payment Date: 2/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
429115	02/19/2019	Open	Aerodynamic Aviation - Josh Watson	\$344.45
429116	02/22/2019	Open	Government Financial Solutions Inc	\$7,500.00
429117	02/22/2019	Open	Pacific Gas and Electric Company	\$70,756.35
429118	02/22/2019	Open	Happy Dog Food/Debra Long	\$154.00
429119	02/22/2019	Open	Max Fit Nutrition	\$1,304.00
429120	02/26/2019	Open	Adele Frese	\$416.61
429121	02/26/2019	Open	Bryan Cupak	\$877.50
429122	02/26/2019	Open	Carol Lovos	\$188.00
429123	02/26/2019	Open	Eulalio Villegas	\$232.00
429124	02/26/2019	Open	James Godwin	\$239.00
429125	02/26/2019	Open	James Knowlton	\$239.00
429126	02/26/2019	Open	Roberto Filice	\$915.14
429127	02/26/2019	Open	Sheila Molinari	\$25.00
429128	02/26/2019	Open	Ulises Carrango	\$12.75
429129	02/26/2019	Open	Victor Baez	\$12.75
429130	02/26/2019	Open	Witmer Tyson Imports	\$3,300.00
429131	02/26/2019	Open	Adam Garrett	\$56.28
429132	02/26/2019	Open	Adam Garrett	\$12.75
429133	02/26/2019	Open	Etico Solutions	\$2,000.00
429134	02/26/2019	Open	Francisco Brambila	\$20.00
429135	02/26/2019	Open	John Wider	\$243.75
429136	02/26/2019	Open	Spring Job Fair Evergreen Valley College	\$65.00
429137	02/26/2019	Open	Tim Simpson	\$334.50
429138	02/26/2019	Open	Tim Simpson	\$334.50
429139	02/26/2019	Open	Tim Simpson	\$334.50
429140	02/26/2019	Open	Tim Simpson	\$334.50
429141	02/26/2019	Open	Lamb Enterprises, Inc. dba Farm Fresh Deli & Cafe	\$891.44
429142	02/26/2019	Open	Acme Rotary Broom Service	\$5,044.66
429143	02/26/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$131.40
429144	02/26/2019	Open	Allstar Fire Equipment Inc	\$300.19
429145	02/26/2019	Open	Alpha	\$1,733.02
429146	02/26/2019	Open	ALTEC INDUSTRIES, INC.	\$448.15
429147	02/26/2019	Open	American Supply Company	\$5,523.78
429148	02/26/2019	Open	Aon Risk Insurance Services West, Inc.	\$14,492.00
429149	02/26/2019	Open	Apwa National Headquarters	\$41.99
429150	02/26/2019	Open	Asap Alisal Signs And Printing	\$128.64
429151	02/26/2019	Open	AssetWorks LLC	\$805.56
429152	02/26/2019	Open	AT&T Mobility	\$239.43
429153	02/26/2019	Open	AT&T Mobility	\$43.98
429154	02/26/2019	Open	AutoZone West Inc	\$86.02
429155	02/26/2019	Open	Bauer Compressors Inc	\$631.00

City of Salinas

Claim Check Report 429115-429312

From Payment Date: 2/18/2019 - To Payment Date: 2/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
429156	02/26/2019	Open	Beacon Integrated Professionals Resources Inc	\$3,103.18
429157	02/26/2019	Open	Beatriz A Barajas - Petty Cash Custodian	\$294.77
429158	02/26/2019	Open	California State University Monterey Bay	\$1,772.24
429159	02/26/2019	Open	California Towing and Transport	\$1,775.00
429160	02/26/2019	Open	California Water Service	\$81.10
429161	02/26/2019	Open	Candido Martinez Dbw Welders Fabrication and Desig	\$245.00
429162	02/26/2019	Open	Canon Financial Services Inc	\$508.02
429163	02/26/2019	Open	Canon Financial Services Inc	\$58.59
429164	02/26/2019	Open	Canon Financial Services Inc	\$681.87
429165	02/26/2019	Open	Car Tech Auto Collision and Glass Inc	\$2,118.55
429166	02/26/2019	Open	Carlos A Esquivel Dbw Jacobs Maintenance Services	\$4,870.00
429167	02/26/2019	Open	Carlos Pimentel	\$725.00
429168	02/26/2019	Open	CDW-G	\$30,332.40
429169	02/26/2019	Open	Central Coast Center For Independent	\$50,373.28
429170	02/26/2019	Open	Cintas	\$1,317.90
429171	02/26/2019	Open	CivicPlus, Inc dbw Icon Enterprises Inc, ePowered	\$4,375.00
429172	02/26/2019	Open	Coast Automotive Warehouse Inc	\$313.11
429173	02/26/2019	Open	Comcast (Business)	\$58.80
429174	02/26/2019	Open	Comcast (Business)	\$373.84
429175	02/26/2019	Open	CONCERN	\$3,247.14
429176	02/26/2019	Open	Cooke and Associates, Inc.	\$1,400.00
429177	02/26/2019	Open	Copymat	\$320.78
429178	02/26/2019	Open	CSG Consultants	\$4,534.92
429179	02/26/2019	Open	Davgp, Inc. dbw Salinas Valley Tire	\$609.83
429180	02/26/2019	Open	Denise Ledezma Petty Cash	\$66.16
429181	02/26/2019	Open	Department Of Justice	\$1,142.00
429182	02/26/2019	Open	Department Of Justice	\$64.00
429183	02/26/2019	Open	Dioscor Gama Sanchez Dbw Corie Construction	\$5,709.00
429184	02/26/2019	Open	Direct TV LLC	\$47.64
429185	02/26/2019	Open	Don Chapin Inc	\$1,021.82
429186	02/26/2019	Open	East Bay Tire Company	\$10,722.49
429187	02/26/2019	Open	EBSCO Industries, Inc dbw EBSCO, EBSCO Information	\$632.66
429188	02/26/2019	Open	Emergency Response Training Inc dbw Defibthis Emer	\$254.00
429189	02/26/2019	Open	Emergency Vehicle Specialists, Inc.	\$1,324.07
429190	02/26/2019	Open	Employment Development Department	\$8,416.00
429191	02/26/2019	Open	En Pointe Technologies Sales LLC	\$418.94
429192	02/26/2019	Open	Evident	\$190.00
429193	02/26/2019	Open	FAST Services	\$180.00
429194	02/26/2019	Open	Fastenal Company	\$479.40
429195	02/26/2019	Open	Fed Ex	\$7.10
429196	02/26/2019	Open	Fed Ex	\$7.31

City of Salinas

Claim Check Report 429115-429312

From Payment Date: 2/18/2019 - To Payment Date: 2/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
429197	02/26/2019	Open	Fed Ex	\$6.49
429198	02/26/2019	Open	First Alarm Security and Patrol Inc	\$1,386.00
429199	02/26/2019	Open	Fred D Jr Hardee	\$11,415.76
429200	02/26/2019	Open	Golden State Emergency Vehicle Service Inc	\$553.78
429201	02/26/2019	Open	Goldfarb and Lipman	\$59.00
429202	02/26/2019	Open	GovernmentalJobs.com dba NEOGOV	\$22,724.00
429203	02/26/2019	Open	Granite Rock Co	\$90.13
429204	02/26/2019	Open	Green Rubber Kennedy Ag	\$122.19
429205	02/26/2019	Open	Green Valley Industrial Supply	\$22.11
429206	02/26/2019	Open	Griffin Carpet, Inc. dba Wheeler's Flooring	\$1,850.00
429207	02/26/2019	Open	Griffin/Swinerton, a joint venture	\$23,018.67
429208	02/26/2019	Open	Heather A Hardee dba Hardee Polygraph Services	\$2,360.00
429209	02/26/2019	Open	Hollister Honda	\$1,296.73
429210	02/26/2019	Open	Housing Resource Center of Monterey	\$3,760.42
429211	02/26/2019	Open	ID Concepts LLC	\$25.07
429212	02/26/2019	Open	Ingram Book Company	\$2,054.15
429213	02/26/2019	Open	International Business Information Technologoes In	\$11,760.00
429214	02/26/2019	Open	Interstate Battery System Inc	\$113.05
429215	02/26/2019	Open	Jan Roehl Db a Jan Roehl Consulting	\$1,848.75
429216	02/26/2019	Open	Jesse And Evan Inc dba La Plaza Bakery	\$111.00
429217	02/26/2019	Open	Johnson Associates	\$359.68
429218	02/26/2019	Open	Joseph Gunter	\$1,232.80
429219	02/26/2019	Open	Joshua Marmolejo	\$1,000.00
429220	02/26/2019	Open	Kanco Inc. / Mighty Auto Parts	\$74.94
429221	02/26/2019	Open	KBA Docusys Inc.	\$31.62
429222	02/26/2019	Open	Kimley Horn And Assoc Inc	\$12,645.58
429223	02/26/2019	Open	Kimley Horn And Assoc Inc	\$2,465.30
429224	02/26/2019	Open	Kimley Horn And Assoc Inc	\$6,418.75
429225	02/26/2019	Open	Kimley Horn And Assoc Inc	\$2,574.80
429226	02/26/2019	Open	Kirtley Overhead Doors	\$1,218.78
429227	02/26/2019	Open	LA Police Gear, Inc.	\$753.83
429228	02/26/2019	Open	Law Enforcement Psychological Services	\$4,400.00
429229	02/26/2019	Open	Lehr Auto Electric	\$90.24
429230	02/26/2019	Open	Liebert Cassidy Whitmore	\$10,449.00
429231	02/26/2019	Open	Long Valley Leasing	\$841.04
429232	02/26/2019	Open	Martha Carvey Petty Cash Custodian	\$9.08
429233	02/26/2019	Open	MCSI Water Systems Management	\$729.98
429234	02/26/2019	Open	Medics For Life Inc	\$475.00
429235	02/26/2019	Open	Medtech Forensics Inc	\$798.00
429236	02/26/2019	Open	Medtronic Physio Control	\$2,138.69
429237	02/26/2019	Open	Midwest Tape, LLC dba Midwest Tape	\$2,778.25

City of Salinas

Claim Check Report 429115-429312

From Payment Date: 2/18/2019 - To Payment Date: 2/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
429238	02/26/2019	Open	Miguel Milla-Leon dba Andersen's Lock and Safe	\$218.39
429239	02/26/2019	Open	Mission Uniform Service	\$454.12
429240	02/26/2019	Open	Monterey County Petroleum	\$10,999.76
429241	02/26/2019	Open	Monterey Rotoco, Inc	\$1,276.97
429242	02/26/2019	Open	Monterra Ranch Of Monterey Home Owner's Associatio	\$1,880.00
429243	02/26/2019	Open	My Jeep	\$203.00
429244	02/26/2019	Open	Napa Auto Parts	\$462.24
429245	02/26/2019	Open	National Testing Network, Inc.	\$500.00
429246	02/26/2019	Open	Natividad Medical Center	\$124.00
429247	02/26/2019	Open	Nelson/Nygaard Consulting Associates, Inc	\$330.00
429248	02/26/2019	Open	Nevco, Inc.	\$31.44
429249	02/26/2019	Open	Northridge Owner, L.P.	\$3,000.00
429250	02/26/2019	Open	O'Reilly Auto Parts	\$109.86
429251	02/26/2019	Open	Office Depot Business Service Division	\$1,037.74
429252	02/26/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$2,158.19
429253	02/26/2019	Open	Owen Equipment Sales	\$4,941.74
429254	02/26/2019	Open	Pacific Coast Battery Service Inc	\$987.65
429255	02/26/2019	Open	Pacific Gas and Electric Company	\$1,790.51
429256	02/26/2019	Open	Pacific Truck Parts Inc	\$71.32
429257	02/26/2019	Open	PARS Retirement Services	\$300.00
429258	02/26/2019	Open	Pedro C Estrada Db a Estrada Janitorial Service	\$5,525.00
429259	02/26/2019	Open	Praxair	\$355.29
429260	02/26/2019	Open	Preferred Alliance Inc.	\$63.00
429261	02/26/2019	Open	Quality Water Enterprises	\$28.00
429262	02/26/2019	Open	Quality Water Enterprises	\$39.85
429263	02/26/2019	Open	Rancho Cielo Youth Center	\$7,681.72
429264	02/26/2019	Open	Recorded Books	\$62.10
429265	02/26/2019	Open	Republic Services of Salinas	\$482.11
429266	02/26/2019	Open	Rexel USA, Inc dba Platt Electric Supply	\$9.87
429267	02/26/2019	Open	Rick Key	\$10.00
429268	02/26/2019	Open	Roberto Filice	\$120.00
429269	02/26/2019	Open	Russell Auria Pest Control Services	\$95.00
429270	02/26/2019	Open	S & L Investments dba Salinas Valley ProSquad	\$233.63
429271	02/26/2019	Open	Safelite Fulfillment dba Safelite Autoglass, Servi	\$110.42
429272	02/26/2019	Open	Safety-Kleen Corp	\$190.00
429273	02/26/2019	Open	Salinas Californian	\$13.55
429274	02/26/2019	Open	Salinas Valley Ford Inc	\$5,774.24
429275	02/26/2019	Open	Salinas Valley Roofing Company	\$525.00
429276	02/26/2019	Open	Same Day Shred	\$32.50
429277	02/26/2019	Open	Sentry Alarm System	\$115.50
429278	02/26/2019	Open	Serco Inc.	\$27,066.94

City of Salinas

Claim Check Report 429115-429312

From Payment Date: 2/18/2019 - To Payment Date: 2/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
429279	02/26/2019	Open	Skylar Thornton	\$37.00
429280	02/26/2019	Open	Smith and Enright Landscaping	\$758.00
429281	02/26/2019	Open	Smokey Key Service	\$90.39
429282	02/26/2019	Open	Snow Signs	\$1,349.66
429283	02/26/2019	Open	Star Tune	\$1,017.00
429284	02/26/2019	Open	Steve Striffler	\$1,000.00
429285	02/26/2019	Open	Steven Criste	\$725.00
429286	02/26/2019	Open	Sunstar Media	\$25.00
429287	02/26/2019	Open	SVMHS Clinics dba Salinas Valley Medical Clinic	\$300.00
429288	02/26/2019	Open	Target Pest Control	\$370.00
429289	02/26/2019	Open	The Wecker Group Advertising Design	\$50.00
429290	02/26/2019	Open	Tim Makanani	\$725.00
429291	02/26/2019	Open	Tri-County Fire Protection Inc	\$171.05
429292	02/26/2019	Open	United Site Services	\$218.65
429293	02/26/2019	Open	United Site Services	\$86.18
429294	02/26/2019	Open	United States Postal Service	\$2,406.50
429295	02/26/2019	Open	V & S Auto Care, Inc. dba One Stop Auto Care	\$11,794.31
429296	02/26/2019	Open	Val's Plumbing & Heating Inc	\$155.77
429297	02/26/2019	Open	Veritiv Operating Company Formerly xpedx	\$158.96
429298	02/26/2019	Open	Verizon Wireless	\$4,474.29
429299	02/26/2019	Open	Verizon Wireless	\$2,294.53
429300	02/26/2019	Open	Verizon Wireless	\$420.00
429301	02/26/2019	Open	Veronica Tam And Associates Inc	\$2,991.00
429302	02/26/2019	Open	Vision Service Plan	\$161.94
429303	02/26/2019	Open	W W Grainger Inc	\$1,150.12
429304	02/26/2019	Open	Wald, Ruhnke & Dost Architects, LLP	\$3,673.56
429305	02/26/2019	Open	Wayne Lager dba LPS Tactical & Personal Security	\$1,744.00
429306	02/26/2019	Open	Witmer Tyson Imports	\$650.00
429307	02/26/2019	Open	California Water Services	\$2,374.88
429308	02/26/2019	Open	Cristela Aguilar	\$19.34
429309	02/26/2019	Open	Estela Valenzuela	\$65.00
429310	02/26/2019	Open	Kori Lukasko	\$185.00
429311	02/26/2019	Open	Margaret Freeze	\$29.00
429312	02/26/2019	Open	McDonalds #20471	\$1,200.00
Type Check Totals:				\$523,310.94
General Account - General Account Totals				



City of Salinas

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

Legislation Text

File #: ID#19-112, **Version:** 1

Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan

Approve a Resolution approving the Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan and directing staff to implement said plan in accordance with the City's traffic calming policy.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: MARCH 5, 2019

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, DIRECTOR

BY: ANDREW EASTERLING, TRAFFIC ENGINEER

TITLE: CHAPARRAL STREET/MARYAL DRIVE NEIGHBORHOOD
TRAFFIC CALMING PLAN

RECOMMENDED MOTION:

A motion to approve a resolution approving the Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan and directing staff to implement said plan in accordance with the City's traffic calming policy.

RECOMMENDATION:

It is recommended that the City Council approve the implementation of the Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan.

BACKGROUND:

Residents of the Chaparral Street and Maryal Drive neighborhood submitted a petition requesting the City to investigate speeding issues along Chaparral Street and Maryal Drive. Traffic studies were conducted at various locations along the streets, and results confirmed that conditions along Chaparral Street and Maryal Drive qualify for Traffic Calming. On March 20, 2018, the City Council approved Resolution 21354 which prioritized the Chaparral Street and Maryal Drive neighborhood as the first priority for fiscal year 2018-2019.

The Traffic and Transportation Division held two community meeting with residents of the Chaparral Street and Maryal Drive neighborhood, in August and October 2018, to develop a traffic calming plan addressing the speeding concerns of the neighborhood. With residents' input received at these meetings, a neighborhood traffic calming plan was developed.

Per the City's Traffic Calming Policy, the plan was taken to vote to determine support from residents. In December 2018, the neighborhood met the support vote requirement as prescribed in the City's Traffic Calming Policy. The City received ballots from 59% of all applicable households, with 94% of the returned ballots in favor of the Plan. Staff is therefore recommending implementation of the Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan.

The proposed Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan includes the installation of speed cushions. Speed cushions are vertical traffic calming devices and are similar to speed humps but are made of rubberized material. Speed cushions are designed to reduce impact to fire department response-times and are spaced to promote a speed of approximately 25 mph, which corresponds to the intended speed limit for residential streets. Additionally, the plan includes the installation of striping (lane markings), to narrow the travel lanes for vehicles, thereby inducing drivers to lower their speeds. The Neighborhood Traffic Calming Plan (Attachment 1) shows the approximate locations of the speed cushions.

With Council approval, staff will complete the design of the traffic calming plan and proceed to construction.

Traffic and Transportation Commission:

The recommendation for of the Chaparral Street/Maryal Drive Neighborhood Traffic Calming Plan was presented to the Traffic and Transportation Commission at its January 2019 meeting. The Commission voted 7-0 to recommend to the City Council the implementation of the Chaparral St/Maryal Drive Neighborhood Traffic Calming Plan, in accordance with the City's Traffic Calming policy.

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 Traffic Calming Policy supports Council goals of a safe, livable community.

DEPARTMENTAL COORDINATION:

Public Works Staff coordinates with the Salinas Fire Department on the recommendation of the Traffic Calming Plan. Staff also coordinates with the Salinas Police Department if traffic calming enforcement assistance is necessary.

FISCAL AND SUSTAINABILITY IMPACT:

The estimated cost of these improvements is \$120,000. There are sufficient funds available in the Traffic Calming Capital Improvements Project (CIP # 9163) to complete this work.

ATTACHMENTS:

Resolution

Attachment 1: Chaparral St/Maryal Drive Neighborhood Traffic Calming Plan

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

**A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING THE
CHAPARRAL STREET/MARYAL DRIVE NEIGHBORHOOD TRAFFIC CALMING
PLAN**

WHEREAS, the City Council adopted the City's Traffic Calming Policy at its October 6, 2009 meeting (Resolution No. 19764) which outlined a process for consideration of traffic calming requests from the community; and

WHEREAS, following the process set by said policy, staff worked with residents at the affected neighborhood, to develop a traffic calming plan and determine support for said plan; and

WHEREAS, the City of Salinas has determined that the implementing the traffic calming plan 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 BY THE COUNCIL OF THE CITY OF SALINAS that the Neighborhood Traffic Calming Plan for the Chaparral Street/Maryal Drive neighborhood proposed through this Resolution is hereby approved; 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 5th day of March 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

CHAPARRAL ST. & MARYAL DR. PROPOSED TRAFFIC CALMING PLAN





City of Salinas

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

Legislation Text

File #: ID#19-116, **Version:** 1

2019 California International Airshow Use Permit

Approve a Resolution approving the Airport Use Permit for the 2019 California International Airshow to be conducted by the Monterey County Airshow Association at the Salinas Municipal Airport, in accordance with the terms of said permit.



CITY OF SALINAS

CITY COUNCIL STAFF REPORT

DATE: MARCH 5, 2019

DEPARTMENT: PUBLIC WORKS, AIRPORT DIVISION

FROM: BRETT J. GODOWN, AIRPORT MANAGER

BY: DAVID JACOBS, PUBLIC WORKS DIRECTOR

TITLE: 2019 CALIFORNIA INTERNATIONAL AIRSHOW PERMIT AT
THE SALINAS MUNICIPAL AIRPORT

RECOMMENDED MOTION:

A motion to approve a Resolution regarding the Airport Use Permit for the 2019 California International Airshow to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport, in accordance with the terms of said permit.

RECOMMENDATION:

It is recommended City Council approve the Airport Use Permit for the 2019 California International Airshow to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport.

BACKGROUND:

The 39th California International Airshow is scheduled to take place at the Salinas Municipal Airport on March 23 and 24, 2019. This year's Airshow will feature the United States Navy Blue Angels Demonstration Team, and several other aircraft acts and displays. The California International Airshow has been showcasing aviation excellence for over 38 years while at the same time raising over \$8 million for local charities.

Utilizing all volunteers and service groups from the community, the organization each year plans and executes the event that entertains 25,000 to 30,000 spectators annually. The top military and civilian performers in the United States and Canada thrill and inspire the crowds. Over 100 static aircraft, exhibits and displays are available for Airshow fans to enjoy during their experience. The goal each year is to produce an event that will be family oriented, educational, and entertaining for the whole family. In addition to its main goal of raising money for charity, the airshow's charter also emphasizes volunteerism and community involvement, family-oriented entertainment, aviation and its contributions to the American way of life, and pride in our nation and its military.

To most of Monterey County and the Central Coast, the California International Airshow represents a homegrown community event based in Salinas that is a spectacle of fun and

entertainment. To the City of Salinas, it is an annual economic infusion of millions of dollars to the local economy. The airshow event planning process never ends; at the completion of each annual event, the event planners begin preparing for the next year's event. The hosting of the Airshow is in the best interests of general aviation and the Airport, with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations.

At the January 24, 2019 Airport Commission meeting, the Airport Commission recommended City Council approve the Airport Use Permit for the 2019 California International Airshow to be conducted by the Monterey County Airshow Association, Inc. at the Salinas Municipal Airport.

ANALYSIS:

Permit:

The attached Permit is essentially the same as those approved in previous years but with minor modifications. The Permit requires a \$10,000,000.00 Airmeet Liability Insurance Policy and includes authorization for various street closures and specific operational provisions. Typically, only one other City Permit, a Special Events Permit, is required for the event. Once completed, the Special Events Permit becomes the "Exhibit A" document referenced in the Airshow Permit. The Airport Use Permit is being presented to the Airport Commission for review without the Special Events Permit because 1) All Airport use issues are covered in the Airshow Permit and the Special Events Permit covers City Streets and facilities and therefore does not come under Airport Commission review; and, 2) Timing is such that the Airport Use Permit needs to advance through the Airport Commission in order to gain overall Permit approval prior to the Airshow.

In-Kind Contribution:

For this fiscal year, Airport Staff is not recommending contributing \$20,000.00 to the airshow to offset in-kind city services. The FY 2018/19 Budget approved by City Council does not have funds appropriated for such expenses. It is anticipated that in the FY 2019/2020 budget, funds will be re-appropriated for an airshow sponsorship.

In consideration for staff's recommendation not to contribute \$20,000.00 to offset in-kind city services, Airport Staff recommends waiving the \$5,000.00 Permit Fee. Additionally, staff recommends not billing any staff time associated with the airshow. Typically staff time billed to the airshow is less than \$1,300.00 per year.

Salinas Pilot Association (SPA) Donation:

The Airshow Organization is continuing to honor the fundraising clause in the agreement for the Salinas Pilot Association (SPA). The Monterey County Airshow Association, Inc. will donate \$2,000.00 (cash donation) to SPA for volunteer services rendered during the airshow period. In consideration for the \$2,000.00 donation, SPA will provide transient aircraft parking services and shuttle services for transient aircraft airshow attendees and airshow volunteers parking on the south side of the airport.

CEQA/NEPA CONSIDERATION:

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

STRATEGIC PLAN INITIATIVE:

Approval of the 2019 California International Airshow permit complements Salinas City Council Strategic Plan, goal statement for Economic Diversity and Quality of Life.

FISCAL AND SUSTAINABILITY IMPACT:

As provided in this report, it is not recommended the Airport Enterprise Fund contribute \$20,000.00 to the airshow to offset in-kind services. Staff recommends waiving the \$5,000.00 Use Permit Fee. Staff recommends the Airport Enterprise Fund absorb staff time associated with the 2019 California International Airshow.

The economic financial impact of the Airshow is hard to quantify without procuring economic impact analysis services. Money spent by the Monterey County Airshow Association, Inc. hosting the Airshow and patrons of the event contribute to the local economy and to the local tax base. Past performance indicates the annual Airshow drives hundreds of thousands of dollars in economic impact to the local economy. Additionally, the Monterey County Airshow Association, Inc. has contributed in excess of \$8 million dollars to charities over the last 38 years.

DEPARTMENTAL COORDINATION

The Airport Use Permit has been reviewed as to form by the City Attorney's office. Public Works, Police Department, and Fire Department participates in the planning and execution of the Airshow.

ATTACHMENTS:

2019 Airport Use Permit to conduct the California International Airshow at the Salinas Municipal Airport

Resolution - 2019 Airport Use Permit to conduct the California International Airshow at the Salinas Municipal Airport

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

**RESOLUTION APPROVING THE ISSUANCE OF AN AIRPORT USE PERMIT AND
WAIVING THE AIRPORT USE PERMIT FEES FOR MONTEREY COUNTY
AIRSHOW ASSOCIATION, INCORPORATED FOR THE 2019 CALIFORNIA
INTERNATIONAL AIRSHOW
AT THE SALINAS MUNICIPAL AIRPORT**

WHEREAS, the City of Salinas is the owner of that certain public airport known as the Salinas Municipal Airport (“Airport”); and

WHEREAS, the Monterey County Airshow Association, Incorporated (“Airshow Association”), desires to conduct the 2019 California International Airshow at the Airport; and

WHEREAS, the staging of said Airshow is in the best interest of general aviation and the public with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations; and

WHEREAS, the City of Salinas desires to grant the Airshow Association the right to utilize the Airport, adjoining public streets, and facilities used in conjunction with the Airshow pursuant to the terms of an Airport Use Permit, for the conducting of the 2019 California International Airshow; and

WHEREAS, the City of Salinas desires to support the Airshow’s activities by waiving the Airport Use Permit Fees; and

WHEREAS, at the January 24, 2019 Airport Commission meeting, the Airport Commission recommended approval of the Airport Use Permit and the waiving of the Airport Use Permit Fees for the Monterey County Airshow Association, Incorporated for the 2019 California International Airshow at the Salinas Municipal Airport.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS that the attached Airport Use Permit (“Permit”) is hereby approved and further, that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas as its act and deed, to execute and issue such Permit; and

PASSED AND APPROVED this 5th day of March 2019 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

**PERMIT TO CONDUCT AIR SHOWS
AT THE SALINAS MUNICIPAL AIRPORT**

THIS PERMIT is issued by the **CITY OF SALINAS**, a California charter city and municipal corporation and political subdivision of the State of California, hereinafter referred to as “City,” to the **MONTEREY COUNTY AIRSHOW ASSOCIATION, INCORPORATED**, a California Nonprofit Corporation doing business as the **CALIFORNIA INTERNATIONAL AIRSHOW**, hereinafter referred to as “Permittee.”

WITNESSETH

WHEREAS, City is the owner of that certain public airport known as the Salinas Municipal Airport (“Airport”) located in the City of Salinas, County of Monterey, California; and

WHEREAS, it is the desire of Permittee to use said Airport for the purpose of preparing for and conducting the 2019 California International Airshow (“Airshow”); and

WHEREAS, the staging of said Airshow is in the best interests of general aviation and the public with the purposes of enhancing the Salinas community image, promoting public use of the Airport, and promoting revenue for local charitable organizations.

NOW, THEREFORE, this Permit is provided upon the following terms and conditions:

TERMS

1. SCOPE OF PERMIT

City hereby grants Permittee the right to utilize portions of the Airport and adjoining public streets and facilities used in conjunction with the Airshow, for the staging and conducting of the Airshow and for purposes incidental thereto as further described below and for no other purpose unless granted, in writing, by City.

2. NATURE OF INTEREST GRANTED

It is specifically understood and agreed by the parties hereto that the relationship created by this instrument is not one of landlord and tenant, principal and agent, or owner and contractor, it being the intention of the parties that this Permit is merely for the purpose of allowing Permittee to use portions of the Airport and

the facilities thereon on a temporary basis for the purposes of staging and conducting the Airshow and activities related and incidental thereto.

3. TERM

This Permit shall allow Permittee to utilize portions of the Airport pursuant to the terms and conditions of this Permit for a fifteen (15) day period beginning on the Saturday, March 16, 2019, through Saturday, March 30, 2019.

4. FEE

The Airport Administrative Fees for the 2019 California International Airshow will be waived. Permittee will be billed and agrees to pay for repair or replacement of any Airport equipment, facilities, or property damaged as a result of Airshow operation and/or Permittee's use and occupation of the Airport during the term of this Permit.

5. OBLIGATIONS OF PERMITTEE

A. FAA Approval. Approval of the Federal Aviation Administration (FAA) must be obtained by Permittee for all phases of the Airshow, as evidenced by a Certificate of Waiver or Authorization, a copy of which must be provided to City at least fifteen (15) days prior to the effective date of this Permit.

B. Fencing. Construction of temporary fencing in addition to any existing permanent fencing will be permitted, subject to prior approval of City's Airport Manager as to type of fence mounting and location of fences and access gates. Temporary fencing may be anchored to permanent fence corners provided that such attachment in no way alters or damages any permanent fence structure and all attaching devices are removed with the temporary fence. Permittee shall install temporary fencing around the perimeter of the Jet West maintenance hangar and adjacent ramp area, prior to any activity conducted in the Jet West maintenance hangar. Permittee shall install temporary fencing around the western perimeter of the Serv Aero facility (area sublet by Airmotive Specialties) and adjacent ramp area, prior to commencement of airshow activities on Saturday. Also, temporary fencing will be placed around all lighting equipment left in place behind the crowd line and any other area deemed necessary by the City's Airport Manager.

C. Security. Permittee shall provide, at its own expense, sufficient security personnel to protect general aviation aircraft based at the Salinas Airport during the term of this Permit, whenever such aircraft are located in other than the regularly assigned tiedown location. Such sufficiency shall be determined by City's Police Department and any recommendations from City's Police Department regarding security activities shall be followed. Permittee shall provide security for all Airport buildings, facilities, equipment, and property during the periods when the Airport is open to Airshow spectators. Permittee will also provide security for transient aircraft, Airshow participating aircraft, and vehicles and equipment that are participating in the Airshow during the period of this Permit.

D. Crowd Control. Permittee shall furnish such personnel as are necessary to enable the public to park, give traffic directions, and provide crowd control. Crowd control barriers shall be in place before any Airshow activity takes place on the Airport.

E. Water, Sanitary, and First Aid Facilities. Permittee shall provide at its own expense such water, sanitary, and first aid facilities as are deemed necessary by Monterey County Health Department to accommodate expected crowds.

F. Prohibition of Temporary Living Facilities. Except as hereinafter provided, camper trucks, trailers, and/or other temporary living facilities may not be utilized in any area of the Airport. Permittee shall make every effort through its security personnel to enforce this prohibition. Camper trucks and trailers may be permitted for use by exhibitors, participants, and Permittee's officials, for purposes other than as living quarters, to the extent of parking availability in an area pre-designated by the City's Airport Manager. As a single exception to this restriction, trailers will be authorized in an area designated by City's Airport Manager for use by security personnel and such other official agents of Permittee as are required to be on the site twenty-four (24) hours a day throughout the Permit period.

G. Fire Protection and Aircraft Rescue Equipment. Permittee shall furnish and be responsible for any and all such fire protection and aircraft crash rescue equipment and services as are deemed necessary by the City and the FAA.

H. Repair and Maintenance of Airport Property. Permittee shall be responsible for the repair and maintenance of any buildings, facilities, equipment or property of the Airport impacted by operations under this Permit. Immediately subsequent to the close of the Airshow and not later than 5:00 p.m. on Monday, March 24, 2019, Permittee shall clean the entire area used by it, shall remove any and all debris and trash, and shall restore the area insofar as possible to the condition existing immediately prior to the commencement of the Permittee's operations as allowed by this Permit. The aircraft parking ramps southeast of the Airport Terminal Building, both based and transient aircraft ramps will be cleared not later than 5:00 p.m. on Monday, March 24, 2019, so as to permit use of the ramp for aircraft parking. If, in the opinion of City's Airport Manager, the repair, maintenance, cleaning, and trash removal requirements have not been accomplished satisfactorily, City may, after notification of Permittee, cause such repair, maintenance, cleaning, and trash removal to be made at Permittee's expense. The cost of such work shall be added to the Permit Fee.

I. Licenses and Permits. Permittee shall obtain and bear the expense of all licenses, permits, and other authorization required by any and all applicable agencies. Pyrotechnic permits will be obtained from the City and State of California when required. Permittee shall pay promptly and discharge all lawful taxes and assessments which may be levied by the federal, state, county, city or other tax levying body on any taxable interest of Permittee as well as all taxes and assessments on taxable personal property of whatever nature owned by Permittee and located on the Permit premises. Permittee shall promptly pay all excise, license, and permit fees of whatever nature applicable to the operation of Permittee's business.

J. Permit to Conduct Airshow. When this Permit is approved by the Salinas City Council, it shall be deemed a permit issued by the Community Development Director in lieu of a Temporary Land Use Permit, as required under Section 37-50.300 of the City's Zoning Code.

K. Spectator Parking. It is understood and agreed that certain portions of the Airport will be utilized for parking of spectator operated private vehicles. Permittee agrees that all such vehicles parked on Airport premises, inside the security fence, will be removed from said area not later than 6:00 p.m. of any day when parking has been authorized by City's Airport Manager. However, the Permittee will ensure that all vehicles are removed from the Airport within two (2) hours after activity ends. Permittee will be prepared to move said

vehicles to an area outside the security fence if they remain after the time specified above. Permittee will be responsible for advising all vehicle operators of this provision. If vehicles are not removed by Permittee as agreed in this section, such vehicles will be removed at the direction of Airport management and Permittee shall be held responsible for the costs and charges associated with such removals.

L. Transient Aircraft. Transient aircraft are authorized to park overnight in areas designated by City's Airport Manager, who will collect overnight tiedown fees as appropriate.

M. Street Closure. Permittee agrees to abide and comply with the Street Closing Permit attached hereto, marked Exhibit A, and incorporated herein by reference.

N. Costs Associated with Airshow Production. Permittee shall bear all costs connected with staging of the Airshow and activities incidental thereto. The sole function of City is to provide the necessary facilities and areas and to enforce the provisions of this Permit.

6. OBLIGATIONS OF CITY

A. City shall make available for use, by Permittee, City owned and controlled buildings, land, personal property, and equipment necessary to facilitate the Airshow for which the City may charge a fee in addition to the Permit Fee.

B. It is recognized that the nature of the Airshow precludes normal general aviation and public use of the Airport during the Airshow events. Therefore, City shall close the Airport to all general aviation aircraft during the period that the Airshow is actually in progress, provided however that locally based aircraft and transient aircraft shall be allowed to operate when scheduled Airshow events are not taking place. Permittee shall not interfere with the regular operation of tenants doing business on the Airport.

7. OPERATIONAL PROVISIONS

A. Traffic Control. All barricades on City streets at critical intersections shall be staffed by Airshow personnel. Airshow will pay for all Salinas Public Works services related to the Airshow, including but not limited to: delivery/removal and utilization of barricades, cones, and other traffic control equipment; garbage/debris removal; sweeping and sanitation; and traffic control and guide signs.

B. Staffing by Salinas Police Department. There will be Salinas Police staffing for traffic direction and control at critical intersections, as determined by Salinas Police Department. The cost of Police staffing shall be consistent with the City's current salary schedule and labor agreements. The exact hours and number of law enforcement personnel needed for traffic control and other duties will be determined by the Police Department prior to and during the Airshow.

C. Security. Permittee shall provide private security on the Airport inside the Airport security fence on all days of Airshow activity attended by the general public, as required in section 5 of this Permit.

D. Airshow Communications Command Post. Permittee shall establish an Airshow Communications Command Post from which all of its efforts in regard to the Airshow and this Permit shall be coordinated. A Salinas Police Department representative shall be present at the Airshow Communications Command Post each day at Permittee's expense.

E. Airshow Bank. One uniformed Salinas Police Officer will be present at the Airshow bank each day at Permittee's expense.

F. Emergency Services Communications Plan. Permittee shall establish in coordination with the Salinas Fire Department, a communications plan to include emergency services.

G. Incident Command Center. Permittee shall provide an area for location of an Incident Command Center, as required by Salinas Fire Department.

H. Parking of Fire Department Apparatus. Permittee shall provide area for parking of fire apparatus at the Airport.

I. Emergency Notification List. Permittee shall provide a current emergency notification list to the City prior to the commencement date of this Permit.

J. Emergency Response Location Grid. Permittee shall provide an accurate Airport emergency response location grid map to the City prior to the commencement date of this Permit.

K. Access to Fire Access Roads and Gates. Permittee shall ensure that fire access roads and gates remain clear and accessible throughout the Airshow.

L. Fire Prevention Activities in Cooking Booths. All cooking booths or areas shall have at least one 2A10BC fire extinguisher available, as determined by the Fire Marshall, if an open flame device will be used for cooking purposes. No open flame device may be used for any purpose other than cooking.

8. SAFETY

A. Safety shall be of primary importance to this event. Anyone who flies in a manner and style not considered to demonstrate good airmanship and safety shall be barred from any further activities. It shall be the duty of Permittee to ensure that safety and good airmanship of all Airshow performers will be observed at all times and Permittee shall take any and all steps necessary, including prohibition of flying, in the event Permittee determines that good airmanship and safety are being threatened or compromised. In the absence of the FAA monitor or Permittee supervision, and when City's Airport Manager is of the opinion that Permittee is unable to fulfill said requirements of good airmanship and safety, the Airport Manager shall stop all Airshow connected activity until the unsafe or unsatisfactory condition is corrected. Other applicable enforcement agencies shall have full authority to order stoppage or direct correction of any unsafe condition or practice observed on or over the Airport.

B. No person shall operate a motor vehicle of any kind on the Airport in a negligent or reckless manner. The speed limit on the Airport is a speed consistent with the variable weather conditions of the area being traversed and common sense and good judgment, but in no case greater than 15 MPH. No person shall cross any Airport runway, whether in a vehicle or otherwise, without having first obtained permission from the Air Traffic Controller, except when the runway has been officially closed by the City's Airport Manager and the person has been notified of that status before each runway crossing.

9. INSURANCE

A. Permittee shall at its sole expense, throughout the duration of this Permit, maintain commercial general liability and property damage insurance, including but not limited to premises and automobile, and Air Meet liability insurance, covering all operations of the Permittee, its agents and employees, performed in connection with this Permit, including but not limited to set up of premises, practices, performances, cleanup

and dismantling, and any pyrotechnic displays or demonstrations. Such insurance coverage shall be in the amounts and according to the conditions provided as follows:

(1) Air Meet. A \$10,000,000 Air Meet Liability Occurrence All Risk Policy on a standard policy form which includes, without limitation, the following coverages:

- a. Grandstand liability, if grandstands are to be used;
- b. Non-owned automobile liability for Airshow activities;
- c. Pyrotechnics liability; and
- d. The City of Salinas, along with its employees, officers, agents, representatives, boards, commissions, and commissioners shall be named as additional insureds by endorsement to the Air Meet liability insurance policy.

(2) General Liability. A \$2,000,000 commercial general liability insurance policy on a per occurrence basis, which includes, without limitation, the following coverages:

- a. Bodily injury;
- b. Property damage;
- c. Personal injury and advertising;
- d. Auto liability, including non-owned auto liability;
- e. Parking liability;
- f. Products/completed operations;
- g. Liquor legal liability;
- h. Host liquor liability;
- i. Contractual Liability; and
- j. The City of Salinas, along with its employees, officers, agents, representatives, boards, commissions, and commissioners shall be named as additional insureds by endorsement to the general liability insurance policy.

(3) All insurance companies affording coverage to the Permittee shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact the

business of insurance in the State of California. And insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

(4) Each insurance policy required shall provide that the coverage shall not be canceled or reduced in coverage except with notice to the City of Salinas. For the purposes of this notice requirement, any cancellation or reduction in coverage shall be considered a material change and subject this Permit to cancellation.

(5) Permittee shall provide evidence of compliance with the insurance requirements listed above by providing to the City certificates of insurance and endorsements, in forms satisfactory to the City, at least fifteen (15) days prior to the effective date of this Permit. No material change in coverage or cancellation may be made after that time.

If any policy has an aggregate limit or for some other reason the total amount of the limits of any policy are not available to cover indemnification obligations and/or losses described in this Permit, the insurance certificate(s) shall also state the unpaid limits of the policy.

Certificates of insurance shall identify any deductible amounts. All deductibles must be in amounts acceptable to City.

(6) Permittee's coverage shall be primary coverage as respects the City. Any insurance or self-insurance maintained by the City shall be excess of the Permittee's insurance.

(7) Maintenance of insurance by the Permittee as specified in the Permit shall in no way be interpreted as relieving the Permittee of any responsibility whatsoever and the Permittee may carry, at its own expense, such additional insurance as it deems necessary.

(8) In the event of cancellation of any of the required insurance, this Permit is immediately null and void and Permittee shall immediately cease all operations under this Permit and vacate the Airport premises.

(9) Permittee hereby grants to City a waiver of any right to subrogation which any insurer of Permittee may acquire against the City by virtue of any payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this

waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

B. Prior to the commencement of any and all activities pertinent to the granting of the Permit and/or its rights and privileges (including set-up of premises, practices, performances, clean-up, and dismantling), Permittee shall ensure that all of its employees and/or all employees of any contractors of Permittee, are covered by Workers' Compensation insurance with statutory limits as well as Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease, for any person injured while performing any work incidental to the work in or on the Airport. Permittee hereby waives any rights of subrogation against the City. Permittee shall file a certificate evidencing such coverage as well as a waiver of subrogation endorsement on a form satisfactory to City.

C. Permittee shall require that all contractors and/or concessionaires maintain liability insurance, including aircraft liability insurance when applicable, and provide certificates of insurance to the Permittee evidencing such insurance in an amount no less than \$1,000,000 per occurrence for bodily injury and property damage liability which name the City of Salinas, its employees, officers, agents, representatives, boards, commissions and commissioners, and the Permittee, as additional insureds by endorsements with occurrence form coverage, in amounts, determined appropriate by the City and Permittee, to the product or service being provided by the concessionaire.

10. HOLD HARMLESS/INDEMNIFICATION

Permittee shall indemnify, defend, and save the City, its officers, employees, agents, and representatives harmless against any and all claims for damages to all persons or property arising from Permittee's execution of the activity, or otherwise by the conduct of the Permittee, its officers, employees, agents, concessionaires, subcontractors or others (including the active and passive negligence of the City, its officers, agents, and employees), in connection with the execution of the activities covered by this Permit and any and all costs, expenses, attorneys' fees, and liability incurred by the City, its officers, agents, employees, or representatives in defending against such claims, whether the same proceed to judgment or not, except only those claims arising from the willful misconduct of the City, its officers, agents, or employees. Further,

Permittee shall at its own expense, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, representatives, and employees. This section specifically includes any liability arising out of or in connection with separate agreements that City may execute with third parties for services, volunteer or otherwise, relating to or in support of Airshow events including, but not limited to, preparation, set-up, and clean-up work and activities.

Further, Permittee agrees to save, indemnify, defend, and hold harmless the City, its officers, employees, and agents against all liabilities, judgments, costs, and expenses, which may accrue against City as a consequence of granting permits and agreements to Permittee and from Permittee's compliance with the provisions of the City's rules, regulations, resolutions, and ordinances. Permittee shall reimburse the City for all costs and expenses (including but not limited to fees and charges of attorneys and other professional and court costs) incurred by the City in enforcing the provisions of this Section.

11. NO DEMANDS UPON CITY

Permittee shall be deemed to have accepted the condition of the Airport premises prior to its occupation and use thereof for the purposes of this Permit and shall make no demand upon City for any alterations, repairs or construction.

12. USE OF SALINAS MUNICIPAL AIRPORT

Permittee may use such areas and facilities at the Airport as are designated by the City's Airport Manager. Permittee shall have the right to construct and maintain such temporary facilities and/or structures as are necessary for operations as allowed by this Permit, including controlling the ingress and egress of the public and Airshow participants. Said temporary facilities and/or structures must be satisfactory to the City's Airport Manager. Upon the request of the City's Airport Manager, Permittee shall remove said temporary facilities and/or structures.

13. DAMAGE TO SALINAS MUNICIPAL AIRPORT

Permittee shall cause to be repaired at its own expense, any and all damage to the property of the City or to the property of others on the Airport, which damage has been caused by Permittee, its agents, employees or others who may be on the Airport for any purpose connected with the staging and operation of the Airshow,

including patrons of the Airshow. This provision applies to all aircraft moved from its normal and regular tiedown or parking space to make room for Airshow activity, until returned to its normal and regular tiedown or parking space. The Permittee accepts full legal liability and responsibility for all aircraft while located at other than its regular tiedown location until forty-eight (48) hours after the tiedown ramp has been vacated by Airshow facilities.

14. HAZARDOUS SUBSTANCES

A. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify City in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the Airport.

B. Prior to the expiration of this Permit, Permittee shall at its cost and expense remove all items of personal property, including but not limited to all flammable and hazardous materials and waste as defined by state, federal, or local law at the time of expiration of the Permit.

C. Permittee shall make available for inspection to the City all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

D. Permittee shall comply with all federal, state, and local laws and regulations relating to hazardous materials and waste, and shall timely comply with the orders of any governmental agencies relating thereto. Permittee shall request that a representative from Monterey County Environmental Health Department review hazardous material storage and use to determine that compliance with local laws and regulations has been obtained.

E. City may reasonably enter upon and inspect the premises at any time.

15. CHARGES BY PERMITTEE

A. Permittee shall have the right to charge admission to members of the public desiring to witness the events allowed by this Permit.

B. Persons desiring or required to use the Airport for its normal purposes shall not be charged an admission to specific areas required for the performance of their normal activity on the Airport; except, however, that Permittee may charge admission to occupants of transient aircraft arriving during the open hours

period of this Permit and desiring to attend the Airshow. Persons not charged an admission shall include but not be limited to: City's employees regularly employed at the Airport or required to work on the Airport as certified by the City's Airport Manager; on site employees of businesses at the Airport; tenants leasing property from the City and conducting business on the flight line; owners of aircraft based at the Airport; and persons demonstrating a valid requirement to conduct business on the Airport.

16. FURTHER COVENANTS AND AGREEMENTS

A. Throughout its operation and the operation of all its facilities on the Airport, neither Permittee nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of age, sex, race, color, religion, ancestry, national origin, blindness or other physical disability, in the use of any facilities provided for the public on the Airport.

B. Throughout Permittee's rendering to the public any service (including the furnishings or sale of admission tickets, transportation, supplies or materials) essential to its operation at the Airport it will:

- (1) Furnish such service on a fair, equal, and non-discriminatory basis to all users thereof; and
- (2) Charge fair, reasonable, and non-discriminatory prices for each unit of service; provided that Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

C. This Permit shall be subject to the terms of the City's agreements, as amended, with the FAA. If they conflict, provisions of the FAA agreements that implement federal law shall take precedence over provisions of this Permit.

D. Permittee shall abide and be bound by the Minority Business Enterprise Program, a copy of which has been provided to Permittee, adopted and as amended from time to time by the City pursuant to United States Department of Transportation regulations Title 49, Code of Federal Regulations, Subtitle A, Part 23, participation by disadvantaged business enterprises in Airport concessions, and Part 26, participation by Minority Business Enterprise in Department of Transportation programs, a copy of which has also been provided to Permittee.

E. Permittee will obey all rules, regulations, and orders of the FAA, California Aviation Office, and the City of Salinas, existing or as amended.

F. It is further understood and agreed that during the term of this Permit, Permittee shall use the Airport in an orderly and peaceable manner, and in strict compliance with all applicable laws and ordinances and shall not use the Airport, nor allow any person or persons to use the Airport, for any purpose whatsoever that is in violation of any law or ordinance.

17. NO ASSIGNMENT, DELEGATION, OR SUBLICENSING

This Permit, being in the nature of a personal revocable permit, may not be assigned or delegated. However, Permittee may allow concessionaires to enter upon the Airport for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit.

18. RIGHT TO AMEND

This Permit shall be subordinate to the provisions of any existing or future agreement between City and the United States, by which City obtains federally owned surplus property or federal aid for the improvement, operation, and/or maintenance of the Airport. In the event that the FAA, or any other federal agency, requires modifications or changes in this Permit as a condition for the granting of funds for the improvement of the air terminal or lands or improvements covered by its laws, rules, or regulations, Permittee agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Permit as may be required to obtain such funds.

19. SPECIAL PROVISION

It is understood and agreed that nothing contained in this Permit shall be construed as granting or authorizing the granting of an exclusive right for the use of any landing areas or air navigation facility at the Airport.

20. PERMITTEE INDEPENDENT CONTRACTOR

For all the purposes of this Permit, Permittee is and shall be deemed to be, with respect to the City, an independent contractor. It is mutually agreed and understood that nothing contained in the Permit shall be deemed or construed to constitute a partnership or joint venture between the parties to this Permit. Moreover,

it is agreed and understood that regarding the rights and obligations provided herein, this Permit establishes the extent of the relationship between the City and Permittee. It is agreed and understood that the City and Permittee are independent contractors and that neither is the employee or employer of the other and that employees of one are not the employees of the other.

21. CANCELLATION BY CITY

In addition to any rights to which it may be entitled by law, City may cancel this Permit upon or after the occurrence of any of the following events:

A. The assumption by the United States Government, or any of its authorized agencies, of the operation, use or control of the Airport, or any substantial part of the Airport, in such manner as to substantially restrict the use of the Airport for any of the purposes for which Permittee is authorized;

B. The existence or operation of any rule, regulation, sponsor assurance, or order of the FAA, directly or indirectly requiring the discontinuance or substantial reduction of the use of the Airport for any of the purposes for which Permittee is authorized;

C. The issuance of an injunction by any Court of competent jurisdiction restraining the use of the Airport for any of the purposes for which this Permit has authorized;

D. Cancellation of any policy of insurance required by Section 9 of this Permit;

E. The filing by Permittee of a voluntary petition in bankruptcy, the institution of proceedings in bankruptcy against Permittee, or the adjudication on Permittee as a bankrupt pursuant to voluntary or involuntary bankruptcy proceedings;

F. The appointment of a receiver of Permittee's assets which results in a liquidation of Permittee's business;

G. The general assignment of this Permit by Permittee for the benefit of creditors; or

H. The default by Permittee in the performance of any of the terms and conditions required by this Permit to be kept and performed.

22. CANCELLATION BY PERMITTEE

Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of City, or City's failure to perform any of the material covenants or agreements contained in this Permit. In such a case, the Permit fee identified in Section 4 will be refunded to Permittee.

23. WAIVER

It is agreed that a failure on the part of City to take appropriate action or to declare this Permit terminated for default by Permittee in any one or more of the terms, covenants or conditions will not be considered or construed as a waiver by the City of such right on any further or future default on the part of Permittee. Additionally, the subsequent acceptance of the fee by City shall not be construed as a waiver of City's rights concerning any preceding breach of any term, covenant or condition by Permittee.

24. SURRENDER

Permittee covenants that on the last day of this Permit or any extension of it, Permittee will peaceably and quietly leave and surrender the Airport premises in as good a condition as they are now (or, may be in after making alterations, additions, or improvements as permitted by City) except for ordinary wear and tear.

25. ASSIGNMENT BY CITY

It is further agreed by and between City and Permittee that City reserves the right to assign, pledge, or hypothecate this Permit, without the consent of Permittee, should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of the Salinas Municipal Airport.

26. SECTION HEADINGS

The section headings contained in this Permit are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope meaning, or intent of the provisions of this Permit.

27. TIME

Concerning this Permit and the performance of each and every provision contained herein, time is of the essence.

28. NOTICES

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

If to City, the same shall be addressed to:

Airport Manager
City of Salinas
Salinas Municipal Airport
30 Mortensen Avenue
Salinas, California 93905

With a copy to:

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

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

If to Permittee, the same shall be addressed to:

Monterey County Airshow Association
P.O. Box 1448
Salinas, California 93902

29. LITIGATION INVOLVING PERMIT; ATTORNEY FEES

In case suit shall be brought to interpret or enforce this Permit, or any term of provision contained herein, or because of the breach of any term or provision contained herein, the prevailing party in any such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the court. City's attorney's fees, if awarded, shall be calculated at the market rate.

30. RIGHTS AND OBLIGATIONS UNDER PERMIT

This Permit constitutes the entire agreement between the City and Permittee and is the final expression of the City and Permittee with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions. Any prior agreements, premises, negotiations or representations not expressly set forth in this Permit are of no force and effect unless it is in writing and signed by the City and

Permittee. By granting this Permit, the City does not intend to create any obligations express or implied other than those set out herein; further, this Permit shall not create any rights in any party not a signatory hereto.

31. SPONSORSHIP

A. Sponsorship Contribution From Airport Enterprise Fund. Pursuant to FAA Policies and Procedures Concerning the Use of Airport Revenue: Federal Register Volume 64, No. 30, February 16, 1999, the City Attorney's Office has determined that it is permissible for the City Council to authorize a sponsorship contribution from the Airport Enterprise Fund to the California International Airshow provided the following criteria are met:

- (1) The contribution must be minimal.
- (2) The contribution must be substantially related to the operation of the Airport.
- (3) The contribution must have the intangible benefit of enhancing the Airport's acceptance in local communities impacted by the Airport.

B. Minimal Contribution. In consideration for waving the Administrative Fees and Facility Rental Fees for the 2019 Airshow, the minimal contribution for the Airshow Sponsorship has been met.

C. Enhancement of Airport Acceptance. To ensure and maximize the enhancement of the Airport's acceptance in the local community the following considerations will be made by the Permittee:

- (1) Space will be provided in the event program or other publication, for the Airport to publish an educational article or be recognized.
- (2) City and or Airport logos will be included on banners and promotional materials similar to that of equal sponsors.
- (3) The Salinas Pilots Association (SPA) shall receive a \$2,000.00 cash donation for volunteer services rendered during the airshow period. SPA will provide transient aircraft parking services and shuttle services for transient aircraft airshow attendees and airshow volunteers parking on the south side of the airport.

CITY OF SALINAS

Brett J. Godown, Airport Manager

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

MONTEREY COUNTY AIRSHOW ASSOCIATION, INCORPORATED

President

Date

Secretary

Date



City of Salinas

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

Legislation Text

File #: ID#19-126, **Version:** 1

Ordinance Regarding the Collection of Assessments for the Salinas Unified Business Improvement Area (SUBA)

Adopt an Ordinance amending Salinas Municipal Code (SMC) Sec. 21B-40. - Collection of assessments; delinquencies.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: MARCH 5, 2019

DEPARTMENT: FINANCE DEPARTMENT
COMMUNITY DEVELOPMENT DEPARTMENT

FROM: MATT N. PRESSEY, CPA, FINANCE DIRECTOR
MEGAN HUNTER, COMMUNITY DEVELOPMENT DIRECTOR

BY: LISA BRINTON, PLANNING MANAGER

TITLE: ORDINANCE REGARDING THE COLLECTION OF
ASSESSMENTS FOR THE SALINAS UNIFIED BUSINESS
IMPROVEMENT AREA (SUBA)

RECOMMENDED MOTION:

A motion to adopt an ordinance amending Salinas Municipal Code (SMC) Sec. 21B-40. - Collection of assessments; delinquencies and deleting Sec. 21B-37 - Exemptions.

RECOMMENDATION:

Staff recommends adopting an ordinance to change annual assessment and collection dates of business improvement areas (BIAs) (SMC Sec. 21B-37 and 21B-40) to align with the business license billing and collection cycle (SMC Section 19-20).

EXECUTIVE SUMMARY:

This Ordinance changes the dates on which assessments are collected from businesses within SUBA's boundaries and brings the assessment dates into conformity with the dates for business license renewals. This change will improve the collection rate of SUBA's assessments and will make it more efficient for Finance Department staff to process SUBA assessments.

BACKGROUND:

Currently, there is only one Business Improvement Area (BIA) in the City, the Salinas Unified Business Improvement Area. The SUBA BIA is located in East Salinas, its boundaries include the major commercial corridors of E. Market, E. Alisal Streets and N. Sanborn Road. A boundary map is attached. There are currently 693 business members in the BIA.

The Salinas Unified Business Association (SUBA) is a 501(c)(6) nonprofit corporation appointed by the City Council to serve as the Advisory Board of the Business Improvement Area (BIA) formed in 2004 under the Parking and Business Improvement Area Law of 1989. Through the levying of assessments, SUBA provides district members with benefit services, support, and resources needed to be successful business owners. Benefit services include business training, marketing, and streetscape beautification and maintenance.

SUBA's 2017-2018 Annual Report (August 2018) identified low assessment collection rates as a primary challenge. To address the low collection rate, City staff had planned on having the annual BIA assessment be billed as a line item on the business license fee renewal invoice but were waiting until the business license software was upgraded. SUBA supported this change and advocated that if this collection procedure were to be implemented by the City, it would have an immediate positive effect on assessment collection rates and SUBA's ability to fulfill its duties and goals. In November 2018, city staff met with SUBA and updated them on this change and the logistics. The proposed ordinance will accomplish this change.

DISCUSSION:

Currently, annual business license renewal occurs twice a year. Annual business license taxes measured by gross receipts are due and payable in advance of the first day of February. All other annual license taxes are due and payable in advance of the first day of August. A delinquency charge of up to fifty percent (50%) of the business license tax is assessed on payments remitted after the due date as provided in Section 19-21 of the Municipal Code. The SUBA annual assessment is issued October 1st with payment due by November 1st. Currently, SUBA does not have a delinquency fee.

Aligning the billing cycles of the business license tax renewal and BIA assessment, issuing a single bill, and applying the delinquency policy as outlined in Section 19-21 of the Municipal Code to the BIA assessment would result in a higher collection rate. It is assumed that businesses would pay the total amount of the bill to avoid partial payment and delinquency charges. Another benefit is that SUBA would be able to better manage its revenue as the business license cycle is more in line with SUBA's fiscal year (July 1st to June 30th) and SUBA would receive two assessment installments instead of just one lump sum mid fiscal year (November/December). A higher collection rate would provide SUBA with more resources to provide benefit services of business training, marketing, enhanced security, and streetscape beautification and maintenance to its membership.

Adoption of this Ordinance is the first step in the process to allow the Finance Department to proceed to develop the systems to combine the BIA and business license billing cycle and to build the administrative capability through the TRAKiT software program upgrade in Fall 2019.

CEQA CONSIDERATION:

The proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378).

STRATEGIC PLAN INITIATIVE:

This ordinance amendment most directly aligns with the City Council goal of “Effective, Sustainable Government.” The collection of BIA assessments fund SUBA activities (business training, marketing, and streetscape beautification and maintenance) which support the City Council’s goals of “Economic Diversity and Prosperity”, as well as a “Safe, Livable Community.”

DEPARTMENTAL COORDINATION:

Community Development staff acts as SUBA’s city liaison. Finance staff have met with the SUBA Executive Director and Board members on multiple occasions to discuss syncing the BIA’s annual assessment with business licensing. The City Attorney prepared this Ordinance in coordination with Finance and Community Development. Community Development and Finance jointly prepared this report.

FISCAL AND SUSTAINABILITY IMPACT:

Investment of staff time and resources.

ATTACHMENTS:

1. Ordinance Regarding the Collection of Assessment for the Salinas Unified Business Improvement Area
2. Salinas Unified Business Improvement Area Boundary Map

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

**AN ORDINANCE REGARDING THE COLLECTION OF ASSESSMENTS FOR THE
SUBA BUSINESS IMPROVEMENT AREA**

City Attorney Impartial Analysis

This Ordinance changes the dates on which assessments are due from businesses within the boundaries of the Salinas United Business Association (SUBA). This Ordinance brings the assessment dates into conformity with the dates for business license renewals. This change makes it more efficient for Finance Department staff to process SUBA assessments.

BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. Section 21B-40 of the Salinas Municipal Code is amended to read as follows:

Sec. 21B-40. - Collection of assessments; delinquencies.

All assessments shall be computed on those businesses in existence as of May 1 and November 1 of each calendar year. All assessments will be due and payable in advance consistent with the annual business license taxes as provided in Section 19-20 of this Code. For business types measured by gross receipts the assessment payment shall be due and payable in advance no later than the first day of February each year. The assessments for all other businesses shall be due and payable in advance no later than the first day of August of each year. Assessments will become delinquent if not paid by the applicable due date. Delinquent payment shall be subject to the same penalties for late payment as provided in Section 19-21 of this code with respect to annual business licenses.

SECTION 2. Section 21B-37 of the Salinas Municipal Code shall be deleted:

~~Sec. 21B-37. - Exemptions.~~

~~Businesses established within the area after August 15 of each calendar year shall be exempt from the levy of assessment for the remainder of the current year.~~

SECTION 2. 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 phase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. Effective Date. This Ordinance will take effect November 30, 2019.

PASSED AND ADOPTED this ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Sunset Avenue Redevelopment Project Area

LINCOLN
 the Infosystems Project Development Bureau Subcontractors read



Legislation Text

File #: ID#19-137, **Version:** 2

Acceptance of California Aid to Airports Program (CAAP) Annual Credits for Eligible Projects at the Salinas Municipal Airport

Approve a Resolution accepting the appropriation of \$50,000 to the Airport Enterprise Fund from the State of California, Department of Transportation, California Aid to Airports Program (CAAP) for eligible projects at the Salinas Municipal Airport.



CITY OF SALINAS CITY COUNCIL STAFF REPORT

DATE: MARCH 5, 2019

DEPARTMENT: PUBLIC WORKS, AIRPORT DIVISION

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: BRETT J. GODOWN, AIRPORT MANAGER

TITLE: ACCEPTANCE OF CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) ANNUAL CREDITS FOR ELIGIBLE PROJECTS AT THE SALINAS MUNICIPAL AIRPORT

RECOMMENDED MOTION:

A motion to approve a resolution to:

1. Approve and accept the appropriation of \$50,000 to the Airport Enterprise Fund from the State of California, Department of Transportation, California Aid to Airports Program (CAAP) for eligible projects at the Salinas Municipal Airport; and
2. Authorize and empower the Airport Manager and Finance Director to execute on behalf of the City of Salinas all required documentation with respect to the application for and the acceptance of State of California, Department of Transportation, California Aid to Airports Program (CAAP) funding.

RECOMMENDATION:

It is recommended that the City Council:

1. Approve and accept the appropriation of \$50,000 from the State of California, Department of Transportation, California Aid to Airports Program (CAAP) for eligible projects at the Salinas Municipal Airport; and
2. Authorize and empower the Airport Manager and Finance Director to execute on behalf of the City of Salinas all required documentation with respect to the application for and the acceptance of State of California, Department of Transportation, California Aid to Airports Program (CAAP) funding.

BACKGROUND:

Public-use airports in the State of California, by way of the State Aeronautics Act through the California Aid to Airports Program (CAAP) receive an annual non-discretionary grant of \$10,000 (annual credit).

These funds are paid to public entities upon request for expenditure on preapproved eligible projects. Eligible public entities may submit applications for the withdrawal of credited funds for expenditure on proposed projects in letterform to the department for review and approval. Credits payable under this program are credited to individual airport subaccounts annually and may be accumulated for a maximum period of five-years.

The City of Salinas has accumulated five-years of annual credits, totaling \$50,000. City Staff desires to withdraw \$50,000 of credited funds for expenditure on two eligible projects: Economic Impact Study for the Salinas Municipal Airport and updating and advertising Plans Specifications, and Engineer's Report for FAA Grant Project AIP-28, Runway 08-26 and Airport Heliport Rehabilitation.

Economic Impact Study - \$35,000

Comprehensive analysis of the economic, social and community impact derived by the activities and operation of the Salinas Municipal. This includes but is not limited to analyzing the direct impacts, total annual economic impacts, impact on nearby real-estate, evaluate the social and community benefit of the Salinas Municipal Airport.

Updating and advertising Plans, Specifications, and Engineer's Report for FAA Grant Project AIP-28, Runway 08-26 and Airport Heliport Rehabilitation - \$15,000

Advertising Assistance for the City of Salinas for the Runway 8-26 Rehabilitation. This work is a pavement rehabilitation project to remediate the failing surface pavements. The project scope includes: the crack seal, slurry seal, and re-marking of Runway 8-26 (full length).

At the February 28, 2019 Airport Commission meeting, the Airport Commission recommended the City Council accept the Resolution as presented.

CEQA/NEPA CONSIDERATION:

Economic Impact Study

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

Updating and advertising Plans, Specifications, and Engineer's Report for FAA Grant Project AIP-28, Runway 08-26 and Airport Heliport Rehabilitation

CEQA:

The City of Salinas has determined that the project is exempt (Categorical Exemption – CATEX) from the California Environmental Quality Act (CEQA) Guidelines (Section 15300, Class 1) because the project proposes the rehabilitation of an existing public facility (airport runway pavement) that will not expand beyond the existing limits. This project will ensure the airport remains a safe operating facility as mandated by the FAA.

NEPA:

Because the City is accepting federal funds for this project, the work is subject to National Environmental Policy Act (NEPA). The City of Salinas has determined that the project is exempt (Categorical Exclusion) pursuant to FAA Order 1050.1E paragraph 310e because the project proposes the rehabilitation of an existing public facility (airport runway pavement) that will not expand beyond the existing limits. This project will ensure the airport remains a safe operating facility as mandated by the FAA.

STRATEGIC PLAN INITIATIVE:

The project complements the City Council’s Goals for Excellent Infrastructure, and Economic Diversity and Prosperity.

DEPARTMENTAL COORDINATION:

The process of administering these particular projects involves Public Works, Finance, and Legal Departments. Public Works Department oversaw the development of the project’s plans, specifications, and estimates. Finance Department will administer the proper disbursement of funds, and Legal Department reviews pertinent documents/contracts to ensure compliance with applicable laws and regulations.

FISCAL AND SUSTAINABILITY IMPACT:

There will be no impact to the City’s General Fund. There is no local matching component. The Airport Enterprise Fund has no financial obligation to participate in the program or accept the annual credit. The State of California, Department of Transportation, California Aid to Airports Program (CAAP) appropriates \$10,000 annually to every qualifying public use airport in the State of California. The City of Salinas has accumulated the maximum of five-years of credits totaling \$50,000.

ATTACHMENTS:

Resolution

State of California, Department of Transportation, California Aid to Airports Program (CAAP) – Annual Credit Disbursement Request Form

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

**A RESOLUTION ACCEPTING CALIFORNIA AID TO AIRPORTS PROGRAM
(CAAP) ANNUAL CREDITS FOR ELIGIBLE PROJECTS AT THE SALINAS
MUNICIPAL AIRPORT**

WHEREAS, public-use airports in the State of California, by way of the State Aeronautics Act, through the California Aid to Airports Program (CAAP) receive an annual non-discretionary grant of \$10,000 (annual credit); and

WHEREAS, credits payable under this program are credited to individual airport subaccounts annually, and may be accumulated for a maximum period of five-years; and

WHEREAS, these funds are paid to public entities upon request for expenditure on preapproved eligible projects; and

WHEREAS, the City of Salinas has accumulated the maximum of five-years of credits totaling \$50,000 and desires to expend those credits on eligible projects.

NOW THEREFORE, BE IT RESOLVED that the Salinas City Council approves the acceptance and appropriation of \$50,000 to the Airport Enterprise Fund from the State of California, Department of Transportation, California Aid to Airports Program (CAAP) for eligible projects at the Salinas Municipal Airport; and

BE IT FURTHER RESOLVED, the City Council authorizes and empowers the Airport Manager and Finance Director to execute on behalf of the City of Salinas all required documentation with respect to the application for and the acceptance of State of California, Department of Transportation, California Aid to Airports Program (CAAP) funding.

PASSED AND APPROVED this 5th day of March 2019 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP)- ANNUAL CREDIT DISBURSEMENT REQUEST

DOA-0009 (REV 06/2011)

PART I. REQUEST FOR DISBURSEMENTThe City of Salinas (Public Entity)requests \$ 50,000.00 from the account of Salinas Municipal Airport (Airport Name)for expenditure solely on this airport during the fiscal year of 2018/2019.

SIGNATURE (Airport Manager)

PHONE (831) 758-7214

Reimbursement for the following expenditures is requested:

\$ 35,000.00 Item: Economic Impact Study\$ 15,000.00 Item: Runway 26 and Heliport Design Bid Package

\$ Item:

\$ Item:

\$ Item:

Attach additional sheets if needed

PART II. FINANCIAL CERTIFICATION*I hereby certify* that the public entity will expend the requested funds pursuant to Public Utilities Code Section 21682 and the CAAP Regulations for the above stated purposes.

SIGNATURE (Finance Officer)

PRINT NAME

Matt Pressey

BUSINESS ADDRESS

200 Lincoln Ave
Salinas, CA 93901

DATE

Febraury 22, 2019

TITLE

Finance Director

BUSINESS PHONE

(831) 758-7420**FOR AERONAUTICS USE ONLY**

VERIFIED BY

DATE

FISCAL INFORMATION

F.Y.

AMOUNT

F.Y.

AMOUNT

F.Y.

AMOUNT

F.Y.

AMOUNT

F.Y.

AMOUNT

Send Original Completed and Signed Request to:

CALIFORNIA DEPARTMENT OF TRANSPORTATION**DIVISION OF AERONAUTICS - MS #40****P.O. BOX 942874****SACRAMENTO, CA 94274-0001****ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



City of Salinas

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

Legislation Text

File #: ID#19-100, **Version:** 1

An Ordinance prohibiting disturbances and unruly gatherings; Cost-recovery for multiple responses

Adopt an Ordinance adding Article XI to Chapter 5 of the Salinas Municipal Code to prohibiting disturbances and unruly gatherings and imposing sanctions, in the form of City costs, when City officials respond multiple times to the same disturbance.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: FEBRUARY 19, 2019

DEPARTMENT: OFFICE OF THE CITY ATTORNEY

FROM: CHRISTOPHER A. CALLIHAN, CITY ATTORNEY

TITLE: ORDINANCE PROHIBITING DISTURBANCES AND UNRULY GATHERINGS; COST RECOVERY FOR MULTIPLE RESPONSES

RECOMMENDATION MOTION:

A motion to adopt an ordinance adding Article XI to Chapter 5 of the Salinas Municipal Code to prohibiting disturbances and unruly gatherings and imposing sanctions, in the form of City costs, when City officials respond multiple times to the same disturbance.

RECOMMENDATION:

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

EXECUTIVE SUMMARY:

The proposed ordinance adds an article to the Salinas Municipal Code making it unlawful and a public nuisance for individuals to cause or allow a disturbance to occur on any private property in the city which negatively affects the peace, health, safety, or welfare of the community.

DISCUSSION:

Council members Barrera, De La Rosa, and Davis have raised concerns regarding loud and unruly gatherings in neighborhoods within their districts including, but not limited to, loud parties at which live music or amplified music disturbs the peace and the quiet of the residents. A related concern is the need for Salinas officials to respond to the same location multiple times in order to gain compliance.

The proposed ordinance makes it unlawful and a public nuisance for a responsible person(s) (as defined in the ordinance) to cause or to allow or to engage in conduct on private property that causes a substantial disturbance of the quiet enjoyment of private property or public property in a neighborhood, or which presents a threat to health, safety, or welfare of those in attendance, responding law enforcement personnel, or nearby residents or properties. Violations of the prohibitions set out in the ordinance may be criminally charged as a misdemeanor or prosecuted administratively pursuant to the City's administrative processes with penalties for violations

beginning at \$500.00 and increasing to \$1,500 for multiple violations within a twelve-month period.

In addition to any fines of penalties which may be imposed, the City will be entitled to recover from any person found to be in violation of any provision of the ordinance the City's full response costs incurred for subsequent responses within a twelve-hour period. For example, if the Salinas Police respond to complaints about a loud and unruly party, issue a warning, and then respond a subsequent time(s) to the same location for the same complaint, the City may impose its response costs on the person(s) responsible for the loud and unruly gathering and the multiple responses. The City's costs will include the costs of City employees who respond, in addition to any other City costs incurred in its multiple responses.

CEQA CONSIDERATION:

The action of adopting the proposed ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines section 15061(b)(3). This exemption is allowed when the activity, in this case the recommendation of adoption of the ordinance, does not have the potential for causing a significant effect on the environment.

STRATEGIC PLAN INITIATIVE:

The City Council's adoption of the proposed urgency interim ordinance supports the City Council's goals and objectives of improving the Quality of Life for all of its residents and promoting a Safe and Livable Community (2016-2019 Strategic Plan).

FISCAL AND SUSTAINABILITY IMPACT:

The City Council's adoption of the proposed ordinance would not have an impact on the City's General Fund, Measure E, or Measure G.

DEPARTMENTAL COORDINATION:

Implementation and enforcement of the proposed ordinance will require coordination among several City departments including Community Development (Planning, Building, and Code Enforcement), Police Department, Fire Department, and City Attorney's Office. The proposed ordinance was reviewed by the Salinas Police Department prior to its presentation to City Council for its consideration. The Salinas Police Department supports adoption of the proposed ordinance.

ATTACHMENTS:

Proposed Ordinance

AN ORDINANCE PROHIBITING DISTURBANCES AND UNRULY GATHERINGS; COST RECOVERY FOR MULTIPLE RESPONSES

City Attorney Impartial Analysis

This ordinance prohibits gatherings of people, such as parties, which rise to the level of being unruly to the point where they constitute a threat to the peace, health, safety, or general welfare of the community. A common example is parties which create excessive noise from loud music which disturbs the peace and the quiet of neighborhoods. Such loud and unruly gatherings are declared nuisances under this ordinance subjecting the host of such gatherings to sanctions.

Salinas Police Officers and Fire Department Employees often respond multiple times to complaints of unruly gatherings. This ordinance imposes an additional sanction—in the form of City costs—on the hosts of unruly gatherings to which City employees must respond to multiple times, provided adequate notice is provided.

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

SECTION 1. Article XI is hereby added to Chapter 5 of the Salinas Municipal Code, will be titled “Cost Recovery for Responses to Disturbances and Unruly Gatherings,” and will read as follows:

Sec. 5-11.01. Findings and Purpose.

(a) Some gatherings of people, such as parties, frequently become loud and unruly to the point that they constitute a threat to the peace, health, safety, or general welfare of the public as a result of conduct such as one or more of the following: excessive noise, excessive traffic, obstruction of public streets or crowds who have spilled over into public streets, public drunkenness, the service of alcohol to minors, fights, disturbances of the peace, and litter.

(b) The City of Salinas, primarily its Police Department and its Fire Department, are required to make multiple responses to such unruly gatherings in order to restore and to maintain the peace and to protect public safety. Such gatherings are a burden on scarce City resources and can result in City responses to regular and emergency calls being delayed and public safety protection to the rest of the City being reduced.

(c) In order to discourage the occurrence of repeated disturbances, including loud and unruly gatherings, the persons responsible for these gatherings should be fined and should be responsible for the City’s costs incurred in repeatedly responding to the disturbances.

(d) In order to control unnecessary disturbances, including those caused by unruly gatherings in the city, it is declared to be the policy of the City to prohibit unruly gatherings that create a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of a neighborhood, as specified in this article.

(e) It is determined that unruly gatherings are detrimental to the public health, safety, and welfare, and are contrary to the public interest. Therefore, the City Council declares that creating, maintaining, causing, or allowing to be created, maintained, or caused, any unruly gathering in a manner prohibited by or not in conformity with the provisions of this article is a public nuisance

and shall be punishable as such in any manner provided by law, including, but not necessarily limited to, the filing of a civil or a criminal action.

Sec. 5-11.02. Definitions.

(a) Disturbance means and will include, but will not be limited to, an unruly gathering; conduct creating a disturbing or loud noise or sound; any conduct which disrupts the peace and quiet of a neighborhood; and any conduct which interferes with the quiet enjoyment of neighboring property by persons lawfully thereon.

(b) Unruly gathering means a gathering of twenty or more persons on private property or public property that results in conduct that causes a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of an immediate neighborhood or presents a threat to the health, safety, and welfare of those in attendance, responding enforcement personnel, or nearby residents or properties. For purposes of this article, “conduct that causes a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of an immediate neighborhood, or presents a threat to the health and safety...” shall include, but is not limited to, any or all of the following: a noise disturbance; obstruction of public streets or rights-of-way by people or vehicles; public drunkenness; unlawful possession of alcohol or drugs; serving alcohol to minors; fights; disturbances of the peace; urinating or defecating in public; setting off fireworks; vandalism; littering on public or private property; not belonging to the host of the gathering; presence of persons on rooftop areas not designed for occupancy; unpermitted live bands, amplified music or DJs; and throwing bottles or other objects or substances at law enforcement or any other person.

(c) Response means and will include, but will not be limited to, the arrival of a police officer or other law enforcement officer at the scene of a disturbance to render whatever service is reasonably required in order to stop a disturbance.

(d) Responsible party means any person who owns, leases, or is lawfully in charge of the property where the disturbance takes place, or any person who organizes, controls, or participates in a disturbance. If the responsible person is a minor, then the parent or the guardian who has physical custody of the child at the time of the disturbance will be the responsible person who is liable and responsible.

Sec. 5-12.03. Disturbances and Unruly Gatherings Prohibited.

(a) It shall be unlawful and constitute a public nuisance for any responsible person(s) to cause or allow a disturbance to occur on any private property or public property within the city. A disturbance may be abated by the city by all reasonable means including, but not limited to, an order requiring the unruly gathering to be disbanded, the issuance of citations, and/or the arrests of any law violators under any applicable local laws and state statutes.

(b) It shall be unlawful and a violation of this article for any person to attend or to participate in an unruly gathering by engaging in conduct that causes a substantial disturbance of the quiet enjoyment of private property or public property in a significant segment of an immediate neighborhood, or presents a threat to the health, safety, and welfare of those in attendance, responding enforcement personnel, or nearby residents or properties.

Sec. 5-11.04. Responses to Disturbances.

(a) No responsible party shall cause, permit, or tolerate a disturbance.

(b) Whenever a police officer or other law enforcement officer at the scene warns any responsible party present to discontinue the disturbance, the responsible party will be liable and responsible for the actual cost of each subsequent response required for a disturbance within twelve hours of the first response.

(c) At the first response, the responding police officer or other law enforcement office will give a written warning to one or more of the responsible parties present that the disturbance must cease immediately, and that if a second or subsequent response to the disturbance is required within twelve hours following such notice, a response fee will be charged to any responsible party for all responses after the first response.

(d) All responsible parties will be jointly and severally liable for the response charge regardless of whether or not a responsible party received a written warning pursuant to this section.

Sec. 5-12.05. Notice of Unruly Gathering—Mailing to Property Owner.

When a peace officer has determined that an unruly gathering has occurred, and either the unruly gathering was hosted by a person or persons other than the owner or responding personnel are unable to determine whether the owner was the host, the Police Department will mail a notice to the owner of the property where the unruly gathering occurred. The notice will advise the property owner(s) that any subsequent violation of this article at the same property may result in the property owner being subject to administrative action and penalties as defined in this article.

Sec. 5-12.06. Persons Liable for a Response to an Unruly Gathering.

If the City is required to respond to an unruly gathering, the following persons will be jointly and severally liable for civil penalties as set forth in this article, in addition to liability for any injuries to City personnel or damage to City property:

(a) The person or persons who own the property where the unruly gathering took place; provided, that notice has been mailed to the owner of the property as set forth herein and a subsequent unruly gathering occurs at least two weeks after the mailing of such notice.

(b) The responsible person or persons; provided, however, that if the responsible person is a juvenile, then the parents or the guardians of the juvenile will be jointly and severally liable for penalties and liabilities herein.

(c) Any persons in attendance at and engaging in conduct contributing to the unruly gathering as set forth in this article.

(d) Nothing in this section will be construed to impose liability on a property owner or responsible person for the conduct of persons who are present without the express or the implied consent of the property owner/responsible person as long as the property owner/responsible person has taken reasonable steps to exclude such uninvited participants from the property. Where an invited person engages in conduct which the property owner/responsible person could not reasonably foresee and the conduct is an isolated instance of a person at the gathering violating the

law which the property owner/responsible person is unable to reasonably control without the intervention of the police, the unlawful conduct of that person shall not be attributable to the property owner/responsible person for the purposes of determining whether the gathering constitutes an unruly gathering.

Sec. 5-11.07. No Mandatory Duty of Care.

This article is not intended to impose, and shall not be construed or given effect in a manner that imposes upon the city, or any officer, employee, agent, or representative of the city, a mandatory duty of care toward persons or property within and without the city limits, so as to provide a basis of civil liability for damages, except as may otherwise be imposed by law.

Sec. 5-11.08. Charging for Responses.

(a) In addition to any fines or penalties which may otherwise be levied by the city pursuant to this article, the city shall be entitled to recover from any person found to be in violation of any provision of this article (responsible party), the city's full response costs incurred for each subsequent response within the twelve-hour period following the first response.

(b) For purposes of this article, the term "response costs" means those reasonable and necessary costs directly incurred by the city for a response under this article and will include the cost of providing police, fire, and/or other emergency response services to include, but not limited to:

- (1) Salaries and benefits of law enforcement and/or emergency personnel for the full amount of time spent responding to, remaining at, or otherwise dealing with such gatherings, and the administrative costs attributable to such responses;
- (2) The cost of any medical treatment to or for any law enforcement personnel injured while responding to, remaining at, or leaving the scene of such gatherings; and
- (3) The cost of repairing any city equipment or property damaged and the cost of the use of any such equipment used in responding to, remaining at, or leaving the scene of such gatherings.

(c) The city's response costs will be deemed a debt owed to the city which may be recovered by the city in a civil action. In addition to any response costs which the city may recover, in the event the city brings a civil action to enforce the provisions of this section and to recover its response costs, the city may be entitled to recover its attorney fees and costs incurred in the action if the city prevails.

(d) The bill of charges will be served upon the responsible party(ies) within thirty days after the last response to a disturbance. The bill of charges must be paid within thirty days of the date of such bill.

(e) The total amount of the response charge will be deemed to be a civil debt to the City and the Finance Director and the City Attorney may take such action to recover the costs as the City is authorized to do by law for the recovery of a civil debt. If the City is obliged to initiate litigation or other proceedings authorized by this section to recover this debt, the responsible party(ies) will

also be responsible for costs of suit, attorney fees, and costs of collection, in addition to the response costs.

(f) The bill of charges and any other notices required by this section will be served upon the responsible party(ies) in accordance with the service procedures established in this Code. If the responsible party(ies) has no last known business or residence address, then the scene of the disturbance will be deemed to be the proper address for service of notice.

(g) The bill of charges will include a notice of the right of the person being charged to request a determination by the City to dispute the imposition of a response charge or the amount of the charge. Any request for a determination to dispute the imposition of a response charge or the amount of the charge must be in writing and must be received by the City Clerk within ten days of the date of service of the bill of charges. The City Manager will designate an individual to hear and to rule upon such requests. The decision of the designated City official will be final.

Sec. 5-11.09. Violations; Penalties.

(a) Violation of this article will be charged as a misdemeanor, punishable by up to six months in the county jail and/or up to a one thousand dollar fine.

(b) Alternatively, and in the discretion of the city attorney, a violation of this article may be prosecuted administratively. Any enforcement officer of the city, at his or her discretion, may issue an administrative citation for a violation of this article. There is a no requirement of a first warning in order for the enforcement officer to issue the citation.

(1) A first violation of this article shall result in a citation with a five-hundred-dollar penalty.

(2) A second violation of this article within a twelve-month period shall result in a citation with a one-thousand-dollar penalty.

(3) A third or a subsequent violation of this article within a twelve-month period shall result in a citation with a one thousand five-hundred-dollar penalty.

(c) The administrative penalty prescribed in this section is in addition to any administrative cost recovery fee for public safety responses set forth in the Salinas Municipal Code.

(d) The remedies provided in this Article are in addition to all other civil and criminal remedies available to the City with respect to the unlawful conduct constituting the public nuisance which gave rise to the need for the City response under this Article.

Sec. 5-11.10. This article shall not be interpreted in any manner that conflicts with the laws or the constitutions of the United States or of the State of California.

SECTION 2. 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 phase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. Effective Date. This Ordinance will take effect thirty (30) days from and after its adoption.

SECTION 4. California Environmental Quality Act. This ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines section 15061(b)(3). This exemption is allowed when the activity, in this case the recommendation of adoption of the ordinance, does not have the potential for causing a significant effect on the environment.

PASSED AND ADOPTED this ____ day of _____, 2019, 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