

**RESOLUTION NO. 2313**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
THE DENNIS GROUP, INC., FOR ENGINEERING  
MANAGEMENT OF THE 4" FORCE MAIN FOR  
DOLE FRESH VEGETABLES**

**BE IT RESOLVED** by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City Council, to execute with the Dennis Group, Inc., an agreement for engineering management of a 4" force main for the Dole Fresh Vegetable Plan in an amount not to exceed Sixty-Seven Thousand Two Hundred Eighty-Five Dollars (\$67,285), in the form of the document hereunto attached, marked Exhibit "A", and by reference made a part hereof.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a special meeting duly held on the 31st day of January, 1994, by the following vote.

AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledsma

NAYES, Councilmembers. None

ABSENT, Councilmembers. None



**AGREEMENT FOR PROFESSIONAL SERVICES**

(Engineering Management 4" Force main for Dole)

This agreement is made and entered into on this 1st day of February, 1994, by and between the City of Soledad, Monterey County, hereinafter referred to as the "City" and the Dennis Group, Inc., hereinafter referred to as "Consultant."

**RECITALS.**

A. City has proposed to construct a sanitary sewer line from the Dole Fresh Vegetable Plant on Camphora Gloria Road to the City's Wastewater Treatment Facility. The construction will include a pump station at the Dole site, a 4" force main along Camphora Gloria Road and through borings under U.S. 101 and Southern Pacific Railroad tracks, with said 4" force main continuing along U.S. 101 and proceeding along an easement to the City Wastewater Treatment Facility. The total length of the force main is approximately 14,200 lineal feet.

B. The above-referenced construction project is to be funded wholly, or in significant part, by a Community Development Block Grant (CDBG)

C. The City requires assistance in the design, bidding, construction observation, staking, construction contract administration, closures, and CDBG administration for the subject construction project.

D. Consultant is duly qualified and experienced to provide assistance in the manner generally specified above. By the terms of this Agreement, City will also provide authorization to Consultant to enter into professional service subcontracts for technical and support services.

NOW, THEREFORE, City and Consultant, for the considerations hereinafter set forth, mutually agree as follows:

Page 2, Section 9, language of section is deleted in its entirety. Replace with language as follows:

"Consultant shall submit itemized monthly statement of work performed. City shall make any payment due within sixty (60) days after receipt of such bill therefore. Notwithstanding this payment schedule, both Consultant and City hereby expressly agree that City shall not be required to make any payment on any bill received until reimbursement for said fees has been obtained from the Community Development Block Grant program. In the event that bills are received prior to receipt of CDBG funds, City will pay all such outstanding bills within thirty (30) days of receipt of CDBG funding."

To the extent that any provision of the City's "Terms and Conditions for Professional Consulting Services" conflicts with the terms and conditions set forth in the written proposal prepared by the Dennis Group, Inc., attached hereto as Exhibit "1", the terms of Soledad's "Terms and Conditions" shall prevail in the absence of the City's written agreement to the contrary.

3. Consultant additionally agrees to abide by the terms of the "Standard Contract Language -- All Contracts and Subcontracts", attached hereto as Exhibit "3" and incorporated herein, which are required to be attached and incorporated into all agreements financed by CDBG funds. Consultant further agrees that said standard language shall be incorporated into all subcontracts executed pursuant to this agreement.

4. Consultant shall perform the services described in Exhibit "1" and City shall pay Consultant compensation in a sum not to exceed \$67,285.

5. Notwithstanding the language in Section 4, Consultant and City expressly recognize and agree that primary funding for all services performed pursuant to this agreement is to come from the afore-referenced Community Development Block Grant. To the extent that said funding is

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**PROPOSAL**

Engineering Management  
4" Force Main for Dole

January 25, 1994  
Page 1

**1 0 GENERAL**

The City is to construct a sanitary sewer from the Dole Fresh Vegetables plant on Camphora Gloria Road to the Treatment Works of the City of Soledad. The construction includes a pump station at the Dole site, a 4" force main along Camphora Gloria road, borings under US 101 and the SPRR, and a 4" force main along US 101 and an easement to the City treatment works (parallel to an interceptor currently under construction by the City). The total force main is approximately 14,200 lineal feet.

This construction is to be funded in part by a Community Development Block Grant (CDBG). The 4" line is to be for the exclusive use of Dole Fresh Vegetables.

This PROPOSAL is for an Engineering Management contract with the City for the design, bidding, construction observation, staking, construction contract administration, closures, and interfacing with the grant administrator of the CDBG block on technical issues. The work would include engineering management and coordination of the construction project.

The City by authorization of a contract with The Dennis Group, Inc includes authorization to The Dennis Group, Inc to enter into professional services subcontracts for technical and support services.

**2.0 SCOPE OF WORK**

The work scope would include providing engineering management of the various technical support firms for the two sewer construction projects and construction observation services.

**2 1 Engineering Management**

This work would involve working with the City to identify the services necessary for the completion of the project and entering into subcontracts for the work. The Dennis Group would be responsible for project scheduling and execution to complete the project work in accordance with the requirements of the CDBG block grant and the schedule of Dole Fresh Vegetables.

The management work would also include: meetings with the City of Soledad as requested, meetings with the various regulatory and grant funding agencies and communications as necessary with these agencies.

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**PROPOSAL**

Engineering Management  
4" Force Main for Dole

January 25, 1994  
Page 2

**2.2 Subcontracts**

The subcontracts would include (but not limited to):

**Kennedy/Jenks**

Kennedy/Jenks will be subcontracted to complete the following tasks provide bid documents for the bidding the work in accordance with the City and CDBG procedures, design of the 4" force main in the CDC right of way, bidding of the CDC portion of the project,

**Lee and Associates**

Lee and Associates will be subcontracted to complete the following tasks design of the 4" force main along Camphora Gloria Road from the Dole plant to the 18" interceptor force main, work to include design of the pump station at Dole; the design work will include review of the design with the County for compliance with County design standards;

**Whitson Engineers**

Whitson Engineers will be subcontracted to complete the following tasks. preparation of plans of the existing topography along Camphora Gloria Road from the Dole plant to the 18" interceptor force main, work to include legal description of the taking of the fee simple parcel for the pump station;

**AG Surveys**

AG Surveys will be subcontracted to complete the following tasks. location and potholeing for the underground utilities along Camphora Gloria road, in the CALTRAN right-of-way and in the Southern Pacific Railroad right-of-way

**Hanna Brunetti**

Hanna & Brunetti will be subcontracted to complete the following tasks design review of plans for the design of the 4" force main from Dole to the 18" interceptor force main,

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## PROPOSAL

Engineering Management  
 4" Force Main for Dole

January 25, 1994  
 Page 3

### 3 0 PROJECT FEES

This PROPOSAL is a request for a NOT TO EXCEED amount of Sixty seven Thousand, seven Hundred, eighty five Dollars(\$67,285 00) This amount would billed on a monthly billing based on the labor and expenses incurred plus a 7% markup for reimbursable expenses related to the project such as printing, telephone, courier services and office supplies. The labor will be billed at the rates included in Attachment A. Note that the above amount is the grant eligible fees previously included in the CDBG block grant.

#### Fee Summary

Construction Observation			
Part 'A' (From Camphora Gloria to Treatment Works)			\$22,500
Part 'B' (From Dole to US 101)			\$ 5,000
Engineering Management			
Management/Engineering			\$32,285
Bid Documents	Part A	\$3,500	
	Part B	<u>\$4,500</u>	
		\$8,000	<u>\$ 8,000</u>
TOTAL FEE			\$67,785

The above break down corresponds to CDHG budget dated January 25, 1994 and the Part designations per the attached plan view

END

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Domestic Waste Transport  
 Dole Fresh Vegetables  
 Soledad, CA

November 10 1993  
 Revised Jan 25 1994  
 Project No. F-1186  
 by JMK

PROJECTED COST SUMMARY

ITEM	Total Budgeted Cost	NON-Eligible Costs	CDBG Budgeted Cost	Actual Cost
Part 'A' Construction Costs				
4" Force Main US101 to POTW	\$35,400		\$35,400	\$51,000
Construction Contingency	15% \$5,310		\$5,310	
Part 'A' Other Costs				
Design & Bid Documents	\$3,500		\$3,500	
Construction Inspection CDC Mains	\$45,500	\$23,000	\$22,500	
POTW Impact & Connection Fees	\$47,860		\$47,860	
TOTAL PART 'A'	\$137,570		\$114,570	
Part 'B' Construction Costs				
Pump Station Site Improvements	\$10,000		\$10,000	
Pump Station	\$60,000		\$60,000	
4" Force Main to US 101	\$82,500		\$82,500	
Jacked Casing	\$45,000		\$45,000	
Connection Vault	\$10,000		\$10,000	
Sampler	\$5,000		\$5,000	
Flow Meter & Vault	\$9,000		\$9,000	
Electrical	\$45,000		\$45,000	
Construction Contingency	15% \$39,975		\$39,975	
Part 'B' Other Costs				
Engineering Management	\$32,285		\$32,285	
Civil Engineering				
Plan Preparation				
Surveying				
Bid Documents	\$4,500		\$4,500	
Inspection Fees	\$5,000		\$5,000	
TOTAL PART 'B'	\$6,200	\$6,200	\$0	

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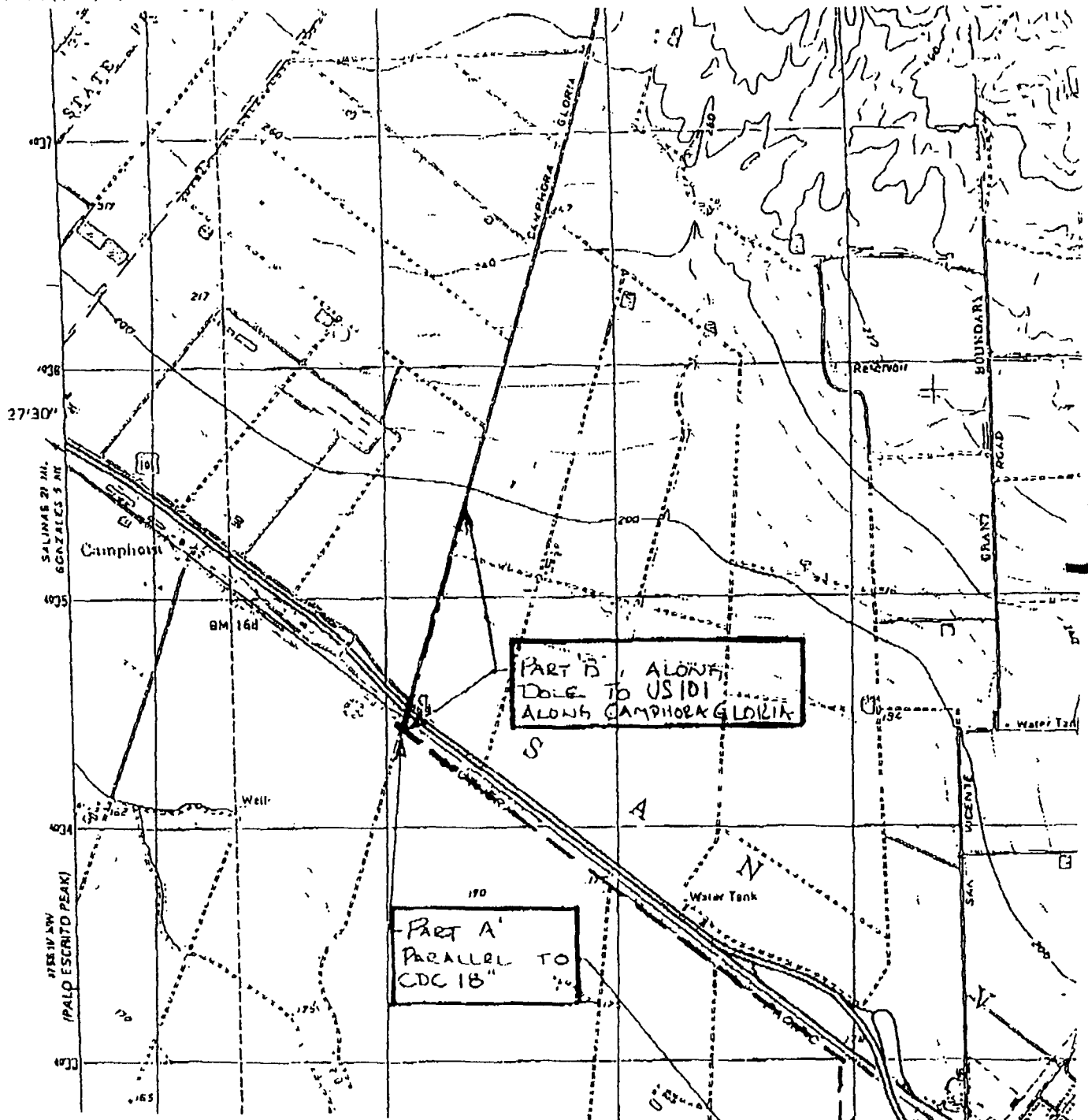
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CITY OF SOLEDAD

TERMS AND CONDITIONS

FOR PROFESSIONAL CONSULTING SERVICES AGREEMENTS

1. DEFINITIONS - "Consultant" shall mean the professional consultant which has entered into the Agreement which by reference is subject to the terms and conditions hereinafter set forth. "City" shall mean the City of Soledad, a municipal corporation or the Soledad Redevelopment Agency, a public entity. "Agreement" shall mean the purchase order, contract or other written instrument constituting the Agreement between the Consultant and the City.

2. AMENDMENT OF SCOPE OF WORK - City shall have the right to amend the Scope of Work within the Agreement by written notifications to the Consultant. In such event, the compensation and time of performance shall be subject to renunciation upon written demand of either party to the Agreement.

3. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT - At any time and for any reason, City shall have the right to terminate or cancel the agreement, take possession of the Consultant's studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the City, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement.

The City, at its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof, and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction.

If the City thereafter should determine to complete the project, the City shall have the privilege of requiring completion of the drawings, specifications and other documents upon

filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim in question would be barred by the applicable statute of limitations.

5. EMPLOYMENT PRACTICES - Consultant shall not discriminate in his/her performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. The Consultant will comply with the regulations of the Department of transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21).

6. TITLE TO DOCUMENTS - Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitation on their use.

7. RECORD OR PERFORMANCE - Consultant shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by the City during the Contract period and for three (3) years from the date of final payment.

8. ASSIGNMENT - The Agreement shall not be assigned by the Consultant in whole or in part, without written consent of the City.

9. PAYMENT - Consultant shall submit itemized monthly statement for work performed. City shall make

10. FEDERAL AND STATE RULES AND REGULATIONS - In the event the Request for Proposal to Provide Professional Consulting Services cites any Federal or State financial assistance involved in the project for which professional services are provided, the Consultant shall have the duty of performing under the Agreement in accordance with applicable Federal and State Laws, rules, and regulations.

11. CORRECTION OF WORK - The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective work subsequently discovered and all incomplete, inaccurate, or defective work shall be remedied by the Consultant on demand without cost to the City.

12. CONSULTANT'S LIABILITY - The Consultant shall be responsible for all injuries to persons and for all damage to property of the City or to others caused by or resulting from the negligence of the Consultant, his employees, agents, or subcontractors during the progress of or connected with rendition of services here rendered, and shall defend and hold harmless and indemnify the City and all officers and employees of the City from all cost and payments for damages or injuries arising out of the negligence performance of the work of the Consultant or his subcontractor under this Agreement.

13. PUBLIC LIABILITY INSURANCE - Consultant shall, at his own expense, take out and keep in force during the continuance of this contract:

A. A public liability insurance policy, in a company or companies to be approved by the City, to protect the Consultant, his officers, agent, and employees against any liability to the public incident to the work to be performed under this Agreement. Said insurance shall be in the amount of not less than \$500,000 to indemnify against the claim of one (1) person, and the amount of not less than \$1,000,000 against their claim of two (2) or more persons resulting from any on accident.

B. A property damage or other insurance policy in a company or companies to be approved by the City.

Within thirty (30) days after execution of the contract and prior to the first progress payment, Consultant shall file with City an actual insurance policy.

14. WORKER'S COMPENSATION INSURANCE - The Consultant at his own cost and expense is to procure and maintain during the continuance of this contract a policy of worker's compensation or employer's liability insurance for the protection of his employees, including executive, managerial, and supervisory employees, engaged in the work required by this Agreement.

15. SUBCONTRACTING - None of the services covered by this contract shall be subcontracted without the prior written consent of the City.

16. COVENANT AGAINST CONTINENT FEES - The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, continent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or continent fee.

17. DELAYS AND EXTENSIONS - The Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City and shall be approved in writing by the Director of Public Works. In such event, compensation as set forth in a Scope of Work shall be subject to renunciation upon written of either party to the Agreement.

18. CONSULTANT'S ENDORSEMENT - The Consultant will endorse plans, specifications, reports and documents in accordance with applicable portions of the Business and Professions Code of the State of California.

## CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the PRESIDENT and  
 the duly authorized representative of the firm of The Dennis Engineering Group  
 whose address is Springfield, MA, and that neither the above firm  
 I here represent nor have I:

(a) employed or retained for a commission, percentage, brokerage, continent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement:

(b) agreed, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

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J K INC

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Appendix V-A

**STANDARD CONTRACT LANGUAGE -- ALL CONTRACTS AND  
SUBCONTRACTS**

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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- d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding

that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135

3 State Nondiscrimination Clause:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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P 11

Appendix VI-D

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage rate is higher than the federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay

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Appendix VI-E

**CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION  
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES**

All contractors and subcontractors shall give the following certification to the grantee and forward this certification to the grantee within 10 days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the federal wage rate."
- B. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."
- C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."

Dennis Gump  
(Contractor/Subcontractor)

By [Signature]  
(Signature)

THOMAS P. DENNIS  
(Typed Name and Title)  
PRESIDENT

RESOLUTION NO. 2314

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
THE DENNIS GROUP, INC., FOR CONSTRUCTION  
OBSERVATION -- CDC INTERCEPTOR**

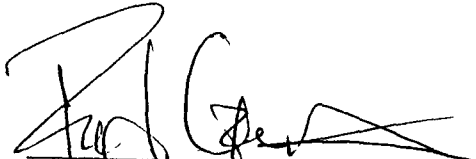
**BE IT RESOLVED** by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City Council, to execute with the Dennis Group, Inc., an agreement for construction observation of the CDC interceptor sewer line, in the amount of Twenty-Three Thousand Dollars (\$23,000), in the form of the document hereunto attached, marked Exhibit "A", and by reference made a part hereof.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a special meeting duly held on the 31st day of January, 1994, by the following vote:

AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NAYES, Councilmembers.           None

ABSENT, Councilmembers:       None

  
MAYOR OF THE CITY OF SOLEDAD