



City of San Juan Bautista

The "City of History"

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AGENDA

(Revised 2/15/2017)

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS

311 Second Street

San Juan Bautista, California

TUESDAY ~ FEBRUARY 21, 2017

In compliance with the American with Disabilities Act, if you need special assistance to attend or participate in the meeting, please call the City Clerk's Office at (831) 623-4661, extension 13 at least 48 hours prior to the meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 311 Second Street, San Juan Bautista, California during normal business hours.

1. Call to Order

6:00 PM

Pledge of Allegiance

Roll Call

2. Public Comment

The public may address the City Council on items not on the agenda during the "Public Comment" portion of the meeting. Persons wishing to address the City Council will be limited to three (3) minutes. Because the item is not on the agenda, the City Council can take no action on the matter in this meeting. The City Council will hear all public comments and then, if they so desire, they will make comments, ask for clarifications from staff, or request the item be placed on a future agenda for further discussion and/or action.

3. Closed Session

Conference with Legal Counsel – Anticipated Litigation.

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of Cases: One)

4. Consent Items

All matters listed under the Consent Agenda may be enacted by one motion authorizing actions indicated for those items so designated. There will be no separate discussion of these items unless requested by a member of the City Council, a staff member, or a citizen.

A. Approve Affidavit of Posting Agenda

B. Approve Affidavit of Posting Public Hearing Notice

C. Approve Minutes for the January 17, 2017 Council Meeting

D. Approve Resolution 2017-XX for Street Closure for a Car Show

E. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title

F. Approve Resolution 2017-XX Nominating Melody McDonald to the ACWA/JPIA Executive Committee

5. Presentations, Informational Items and Reports

A. Presentation of Plaque to Historic Resources Board Member and Planning Commissioner David Medeiros

B. Treasurer's Report

C. Sheriff's Report: Monthly Activity

D. Level One Security Report

E. Fire Chief's Report

- F. Library Report**
- G. Administrative Report**
- H. City Council Committee Reports**

6. Public Hearing Items

- A. Consider Amending Article 2 of Chapter 2-3 of the SJBMC Entitled “Youth Commission”. Second Reading and Approval.**
- B. Consider Revocation of Design Review Permit DR 2013-33 for the Brewery Project**
 - i. Adopt Resolution 2017-XX Revoking HRB-DR 2013-33: CEQA Categorical Article 19, Section 15321(a) (Continued from January 17)**
- C. Consider Approving an Ordinance Authorizing the Implementation of a Community Choice Aggregation Program (First Reading)**

7. Action Items

- A. Copperleaf Subdivision Project**
 - i. Information Requested by Council Member DeVries**
 - ii. Consider Resolution 2017-XX Approving the Final Map of the Copperleaf Subdivision, Tract No. 337 Together with Subdivision Agreement in Accordance with the SJBMC Chapter 10-2: CEQA compliance, adopted Mitigated Negative Declaration Resolution 2016-31 and 2016-57**
- B. Monterey Bay Community Power Authority Joint Powers Agreement**
 - i. Consider Resolution 2017-XX Approving the Joint Powers Agreement Establishing the Monterey Bay Community Power (MBCP) Authority, Authorizing the City Council to Execute the Agreement on Behalf of the City of San Juan Bautista and Adopting California Environmental Quality Act (CEQA) Exemption Findings**
 - ii. Letter of Credit**
- C. Approve Resolution 2017-XX Entering into an Agreement with iWorQ for Community Development Software, and Authorize the City Manager to Sign the Agreement**

8. Discussion Items –

- A. Seniors Council on Aging Representative**
- B. Curb Painting Schedule Citywide – Mayor Martorana**
- C. Work with San Juan/Aromas School District on Joint Use of School Basketball Courts After Hours. Includes Sharing of Insurance Costs – Council Member Freeman**

9. Comments

- A. City Council**
- B. City Manager**
- C. City Attorney**

10. Adjournment



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- F. Approve Resolution 2017-XX Nominating Melody McDonald to the ACWA/JPIA Executive Committee**

- 4. Presentations, Informational Items and Reports**

- A. Presentation of Plaque to Historic Resources Board Member and Planning Commissioner David Medeiros**
- B. Treasurer's Report**
- C. Sheriff's Report: Monthly Activity**
- D. Level One Security Report**
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8. Comments

- A. City Council**
- B. City Manager**
- C. City Attorney**

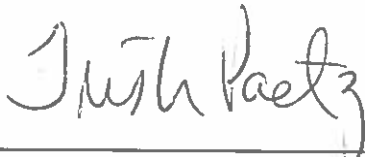
9. Adjournment

AFFIDAVIT OF POSTING

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 14th DAY OF FEBRUARY 2017, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
2. ON THE BULLETIN BOARD AT THE CITY LIBRARY, 801 SECOND STREET.
3. ON THE BULLETIN BOARD AT THE ENTRANCE TO THE UNITED STATES POST OFFICE, 301 THE ALAMEDA

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,
ON THE 14th DAY OF FEBRUARY 2017.



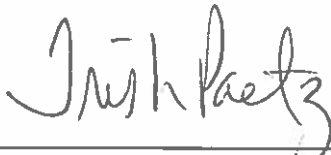
TRISH PAETZ, DEPUTY CITY CLERK

AFFIDAVIT OF POSTING PUBLIC HEARING NOTICE

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL PUBLIC HEARING NOTICE. I FURTHER DECLARE THAT I POSTED SAID NOTICE ON THE 10th DAY OF FEBRUARY 2017, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

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ON THE 14th DAY OF FEBRUARY 2017.



TRISH PAETZ, DEPUTY CITY CLERK

NOTICE OF PUBLIC HEARING

Pursuant to Government Code Section 65090, the City Council for the City of San Juan Bautista gives notice of a public hearing on **February 21, 2017 at 6:00 p.m.** in the Council Chambers at San Juan Bautista City Hall, 311 Second Street. During the public hearing, the following items will be discussed:

- **Consider Amending Article 2 of Chapter 2-3 of the SJBMC Entitled "Youth Commission"**
- **Consider Approving an Ordinance Authorizing the Implementation of a Community Choice Aggregation Program (First Reading)**

Staff reports and the full text of all items to be discussed will be available for public review at City Hall prior to the meeting. All members of the public are encouraged to attend the meeting and may address the City Council on the issues during the public hearing. Written comments may be hand delivered or mailed to City Hall, 311 Second Street, P.O. Box 1420, San Juan Bautista, CA 95045, or e-mailed to cityplanning@san-juan-bautista.ca.us, not later than **5:00 p.m., February 21, 2017**.

If a challenge is made on the action of the proposed revocation, pursuant to Government Code Section 65009, court testimony may be limited to only those issues raised at the public hearing described in this notice or in written correspondence delivered to the City at or prior to the public hearing.

Posted: February 10, 2017

**CITY OF SAN JUAN BAUTISTA
CITY COUNCIL SPECIAL MEETING
January 17, 2016
DRAFT ACTION MINUTES**

1. CALL TO ORDER – Mayor Martorana called the meeting to order at 6:00 PM

A. PLEDGE OF ALLEGIANCE –

B. ROLL CALL **Present:** Mayor Martorana, Council Members West, Freeman, DeVries and Boch

Staff Present: City Manager Grimsley, Comm. Dev. Director Orbach, City Clerk Schobert

2. Public Comment

3. Consent Items

- A. Approve Affidavit of Posting Agenda**
- B. Approve Affidavit of Posting Public Hearing Notice**
- C. Approve Minutes for the October 17, 2016 Council Meeting**
- D. Approve Resolution 2017-XX for Street Closures (Rotary Mission 10)**
- E. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title**

A motion was made by Vice Mayor West, seconded by Council Member Boch. Motion passed, 4-0-0-1, Council Member DeVries abstained.

4. Presentations, Informational Items and Reports

- A. Presentation of Plaque to Historic Resources Board Member and Planning Commissioner David Medeiros**
- B. Treasurer's Report**
- C. Sheriff's Report: Monthly Activity**
- D. Level One Security Report**
- E. Fire Chief's Report**
- F. Library Report**
- G. Administrative Report**
- H. City Council Committee Reports**

5. Public Hearing Items

- A. Consider Amending Chapter 11-03-010 of the San Juan Bautista Municipal Code Dealing with Zoning District Development Standards (Second Reading)**

i. Read by Title only and Adopt Ordinance 2017-01 Amending Chapter 11-03-010: Categorical Exemption Section 15300.1 and Statutory Exemption 15268 (c) Ministerial Projects

Mayor Martorana opened the public hearing at 6:49 PM.

A motion was made by Vice Mayor West, seconded by Council Member Boch. Motion passed unanimously.

B. Consider Amending Article 2 of Chapter 2-3 of the SJBMC Entitled "Youth Commission"

i. Introduce Ordinance and read by title only, Amending Article 2, Chapter 2-3.

Public comment from Georgana Gularte speaking in support of ordinance change.

Item read by title only. A motion was made by Council Member Freeman, seconded by Vice Mayor West. Motion passed unanimously.

C. Consider Revocation of Design Review Permit DR 2013-33 for the Brewery Project

i. Adopt Resolution 2017-XX Revoking HRB-DR 2013-33:CEQA Categorical Article 19, Section 15321 (a)

A motion was made to continue the item. Motion passed 4-0-0-1, Council Member DeVries had a conflict of interest and was not present at the dais.

6. Action Items

A. Copperleaf Subdivision Project

i. Project Summary

ii. Consider Resolution 2017-XX Approving the Final Map of the Copperleaf Subdivision, Tract No. 337 Together with Subdivision Agreement in Accordance with the SJBMC Chapter 10-2: CEQA compliance, adopted Mitigated Negative Declaration Resolution 2016-31 and 2016-57

A motion was made to continue the item. A motion was made by Council Member DeVries, seconded by Council Member Freeman. Motion passed unanimously.

B. Consider Resolution 2017-02 Adjusting the Budget to Allow for Planning Commissioner Training/Conference

A motion was made by Council Member DeVries, seconded by Vice Mayor West. Motion passed unanimously.

C. Consider Approval of Minutes for December 20, 2016 Meeting

A motion was made by Council Member DeVries, seconded by Vice Mayor West. Motion passed unanimously.

7. Discussion Items

- A. Seniors Council on Aging Representative**
- B. New Outreach Options – Matt Orbach**
- C. Consider a Policy for Addressing Underutilized, Neglected and Public Nuisance Properties – Mayor Martorana**
- D. Promotion of New Businesses in the Downtown Area**

A motion was made to create an ad-hoc committee for promoting businesses by Council Member DeVries, seconded by Council Member Freeman. Motion passed unanimously.

- E. Curb Painting Schedule Citywide – Mayor Martorana**
- F. Stop Sign at Third and Franklin Street**

A motion was made by Council Member DeVries to recommend item to the Historic Resources Board, seconded by Council Member Boch. Motion passed 3-0-0-2, Vice Mayor West and Mayor Martorana were recused from the dais.

- G. Verutti Park – Gabriela Candelaria**
- H. Work with San Juan/Aromas School District on Joint Use of School Basketball Courts After Hours. Includes Sharing of Insurance Costs – Council Member Freeman**

8. Comments

- A. City Council**
- B. City Manager**
- C. City Attorney**

9. Adjournment - The meeting was adjourned at 10:01.

RESOLUTION NO. 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING STREET CLOSURES

BE IT RESOLVED that Gold Coast Rods, Inc. is authorized to close Third Street between Muckelemi and Franklin Streets on Saturday, May 13, 2017 from 6:00 a.m. to 5:00 p.m. in the City of San Juan Bautista for a Canyon Country Run car show.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor Chris Martorana

Connie Schobert, City Clerk

Special Event/Activities – Permit Application

Dear Event Organizer:

Thank you for your interest in holding a community event in San Juan Bautista. Special events can be important ways to build community and celebrate the City's diversity, heritage, and uniqueness. All events require a permit with approvals to ensure a well-planned and safe event. The City of San Juan Bautista has created a simplified process to help you determine what types of permits and approvals you will need. Simply fill out the enclosed community events application and submit it to the City at least 60 days before your event. Additionally, there will be fees associated your event. Your application fee is due when you submit this form. The fee schedule for applications is:

Non Profits ¹ : No street blockage and less than 250 people	\$50.00
Non Profits: No street blockage or blockage of side streets, up to one block., and less than 1,000 people	\$100.00
Non Profits: Street blockage of Second, Third or Fourth Streets and side streets between Franklin & Muckelemei and more than 1,000 people ²	\$150.00
Private Promoter Organizations ¹ : No street blockage and less than 250 people	\$150.00
Private Promoter Organizations: No street blockage or blockage of side streets, up to one block., and less than 1,000 people	\$300.00
Private Promoter Organizations: Street blockage of Second, Third or Fourth Streets and side streets between Franklin & Muckelemei, and more than 1,000 people	\$600.00

X

Once we receive your application, one or more City representatives will contact you to let you know of any insurance, permits, approvals, or additional fees that apply. We appreciate your time and interest in planning a successful and safe event. A well-planned event translates to a successful activity that benefits everyone. If you need further assistance, call (831) 623-4661 or e-mail citymanager@san-juan-bautista.ca.us.

Please NOTE: You are required to have sanitary facilities. If you are serving or selling food you will be required to obtain a permit from the San Benito County Environment Health Department in Hollister. You are also required to coordinate all security arrangement with the San Benito County Sheriff's office.

SECTION 1: CONTACT INFORMATION

Event Title: Canyon Country Run Today's Date: 1-6-2017
 Applicant: Harlan G McGinnis
 Organization: Gold Coast Rods, Inc.
 Phone: 831-601-5436 E-Mail: mgreez65@aol.com
 Mailing Address: P O Box 2672 Monterey, CA. 93942
 Fax: _____

Event Setup Date: 5-13-17 Time: 6:00 AM Event Ends Date: 5-13-17 Time: 4:00 PM
 Event Starts Date: 5-13-17 Time: 10:00 AM Dismantle Date: 5-13-17 Time: 5:00 PM

ANTICIPATED ATTENDANCE: 500 Total or the event:

Total per Day:

LOCATION OF EVENT (please be specific):

Third Street to Muckelemei Street from Franklin
Muckelemei

¹ Requires proof of charitable non-profit status.

² All street closures and blockades require review and approval of the City Council.

³ Additional fees for use of public facilities may apply.

INSURANCE

The City will require that you co-insure the city ("additional insure"). Depending on your event, the minimum "coverage" will be dictated by the City's insurance carrier (PARSAC). After the application and fee is submitted the City Manager, or designee, will contact PARSAC with your proposal and the conditions of the insurance will be promptly conveyed to you.

CITY FACILITIES

Do you plan to hold your event at a City building?

☐ Yes ☒ No

If yes, which facility?

Have you reserved the facility yet?

☐ Yes ☐ No

Will this event require any City streets to be closed? (Public Works charges will apply)

☒ Yes ☐ No

If yes, please be specific on which streets and cross streets need to be closed.

Third Street

Does this event involve a parade?

☐ Yes ☒ No

If yes, attach a separate page with a map of the event.

If you wish to rent barricades, chairs, tables, or other City equipment, list the equipment and numbers (charges will apply for rentals)

if you do not wish to rent the City's equipment, you will be responsible for providing appropriate barriers if your event involves a

street closure: Yes we rent barricades, we put them out and we pick them up

PRIVATE PROPERTY (Private Property needs to fill out an event application only if the event's attendance will exceed 250)

Do you plan to hold your event on private property?

☐ Yes ☒ No

If yes, describe the location:

VENDORS

Will this event have vendors selling items or promoting their causes/services/products? Cub Scout Pack 428 ☒ Yes ☐ No

If yes, please note a Board of Equalization form will be required for each vendor proving that they are appropriately registered with the State of California. This link to this form is available on the City of San Juan Bautista website. Additionally, fees will be assessed on the basis of \$15/day/10 feet of vendor space for vendors on the street and \$15/day/vendor for events not on the streets. Other charges may apply. Allocations are made for local not for profit booths to be exempt from these charges. Each event is allowed a minimum of 5 local non-profit 10 ft. spaces for free up to a maximum of 5% of the total number of booth feet for an event.

Will this event feature any hands-on attractions such as climbing walls, bounce-houses, or petting zoos?

☐ Yes ☒ No

If yes, please describe: (insurance coverage will be required)

FOOD AND ALCOHOL (all food preparation is subject to state regulations; provide insurance if appropriate)

If you are serving or selling food, you must obtain a permit from the San Benito County Environment Health Department.

Does your event include food concessions and/or preparation areas? Cub Scout Pack 428

☒ Yes ☐ No

If yes, please provide a copy of your San Benito County Environmental Health Permit.

If you plan to sell or furnish alcoholic beverages at your event, you are required to obtain a permit from the State Department of Alcoholic Beverage Control. The public consumption of alcohol is illegal in some parts of the City. If your event includes the use of alcohol on City property, you will need to provide Liquor Liability Coverage on your certificate of insurance.

Does your event involve the use of alcoholic beverages?

☐ Yes ☒ No

PORTABLE REST ROOMS (These permits are handled through the San Benito County Environmental Health Department)
Unless you can substantiate the sufficient availability of both Americans with Disabilities Act and non-ADA accessible facilities in the immediate area of the event site and you have written permission to use this facility, you may be required to provide portable rest room facilities at your event, which will be available to the public during your event. Please note that State Parks toilets do not qualify as event facilities unless you obtain written permission from the local State Parks office to allow use of these State owned toilets and included as part of this application.

Do you plan to provide portable rest room facilities at your event?

☒ Yes ☐ No

Please provide a copy of your San Benito County Environmental Health Permit. Please note that if you state "no", City staff will inquire as to what plans you have made to accommodate the public including written permission from the State if applicable.

LIGHTING AND SOUND

Will you be using any amplified sound (i.e. public address system)?

☒ Yes ☐ No

Will this event use any lighting?

☐ Yes ☒ No

Will you be using any type of generator?

☐ Yes ☒ No

If yes, please describe (type/location/period/noise levels, etc. Preference is given to "silent" generators):

If no, do you need electricity? (Fees will apply for use of City electricity):

Solid Waste Diversion Plan:

In accordance with State law (Public Resource Code 42648-42648.7), as a large venue, a waste reduction and recycling plan shall be developed. This plan shall estimate the amount and types of waste anticipated from the event, proposed actions to reduce the amount of waste generation related to the event, and arrangements for separation, collection and diversion from landfill of reusable and recyclable materials, as well as a tracking system that validates the final destination of the materials. The Solid Waste Diversion Plan shall be approved by the San Benito County Integrated Waste Management Regional Agency. The City has trash and recycling receptacles available for rent: Trash can and recycling rental can rates are set annually by the City Council and posted on the City's website under Forms and Fees in a document that contains all the City Service Fees. Deposits are refundable, daily rental rates are not.

As the venue contractor, you are responsible for a waste prevention strategy for all waste material generated by all venue operations and all subcontractors. Food vendors must use compostable serving products. No Styrofoam is allowed. You are encouraged to include a requirement for a "Solid Waste Diversion Plan" in your subcontract agreements.

The City of San Juan Bautista is mandated by the State of California to report annually specified information regarding large venue waste diversion programs. You are therefore required to report and provide verification of the quantity of waste disposed and recycled by this event. There is a \$150/event fine for non-reporting. Reporting is due 30 days after the event. The waste hauler can provide this information for you.

1. Please describe your plan for cleanup and removal of recyclable goods and garbage during and after your event.

Gold Coast Rods Club members will assist in gathering trash receptacles and arranging in a staging area for pick-up.

2. Please provide a description of your event, including activities, timeline, sequence of events, road closures, etc. Please note: road closures require Public Works time and the event will be billed for the actual time used.

(If additional space is required, please attach it to this application).

This is a classic car show to display cars 1976 and older.

3. Please describe your security plan, including crowd control.

We utilize GoldCoastRods Club members to staff the area to direct car show participants to park and give area room for spectators to move about the cars + trucks.

4. In order to comply with the American Disabilities Act, describe how your event will be accessible to people with disabilities.

Yes - No crosswalks will be obstructed and the street will be accessible for persons with disabilities.

5. Please describe your emergency/medical plan, including your communications procedures.

We will utilize the 911 system if necessary.

City Benches is for public use only. It is the responsibility of the promoter to make sure all vendors are aware that public benches are NOT for vendor use at any times. Thank you.

AGM Initial

Please provide a site plan/route map for your event. Attach additional sheets as necessary. The map should include:

- An outline of the event site including the names of streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind (such as a parade), indicate the direction of travel, including starting location and ending destination.
- Any street or lane closures and parking tow zones
- The locations of fencing, barriers, or barricades. Include any removable fencing for emergency access
- The location of first-aid facilities.
- The locations of all stalls, platform booths, cooking areas, trash containers, etc.
- Food booth and cooking area configuration including all vendors cooking with flammable gases or barbecue grills.
- Generator locations and/or source of electricity.
- Placement of vehicles or trailers used for the event.
- Anticipated parking locations.
- Placement of promotional signs or banners.
- Placement of portable toilets/restroom facilities.
- Exit locations for outdoor events that are fenced.
- Locations of all other event activities

WAIVER OF READING OF ORDINANCES

State law requires that an ordinance be read in its entirety prior to adoption unless the City Council waives reading beyond the title. Reading an entire ordinance at the meeting is extremely time-consuming; reading of the title alone usually gives the audience sufficient understanding of what the Council is considering.

To ensure that this waiver is consistently approved by the Council, Council should make the waiver at each meeting, thus, you should do it at this point on the Consent Agenda. The Council then does not have to worry about making this motion when each ordinance comes up on the agenda.

GC36934

RESOLUTION NO. 2017-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE OF THE
ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE
AUTHORITY ("ACWA/JPIA")**

WHEREAS, this City is a member of the ACWA/JPIA and participates in the Employee Benefits Program; and

WHEREAS, the Bylaws of the ACWA JPIA provide that in order for a nomination to be made to ACWA JPIA's Executive Committee, three member districts must concur with the nominating district, and

WHEREAS, another ACWA JPIA member district, the San Bernardino Valley Water Conservation District, has requested that this City concur in its nomination of its member of the ACWA JPIA board of Directors to the Executive Committee of the ACWA JPIA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Juan Bautista that this City concurs with the nomination of Melody McDonald of the San Bernardino Valley Water Conservation District to the Executive Committee of the ACWA JPIA.]

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to transmit a certified copy of this resolution to the ACWA JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council held on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Chris Martorana, Mayor

Connie Schobert, City Clerk



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

Email: info@sbvwcd.org
www.sbvwcd.org

January 31, 2017

Trish Paetz
City of San Juan Bautista
P.O. Box 1420
San Juan Bautista, CA 95045

Dear Trish Paetz,

The Board of Directors of the San Bernardino Valley Water Conservation District has nominated its Vice-President, Melody A. McDonald, to continue in her position on the ACWA/JPIA Executive Committee. Enclosed is a certified copy of SBVWCD Resolution No. 542 nominating Mrs. McDonald for ACWA/JPIA Executive Committee.

Melody currently serves on the ACWA/JPIA Executive Committee, Personnel Committee, Chairs the Liability Program Subcommittee, served on the Building & Property Ad Hoc Committee, and was past chair of the Property & Workers Compensation Program Subcommittees. Melody has an institutional knowledge of all of JPIA's programs, their history, how coverage's evolved for the JPIA membership and has helped the organization grow to 188 Million in assets. Melody participates in training at various JPIA members facilities; she has personally visited and presented rate stabilization fund refund checks back to JPIA members totaling over 25 Million, since the inception of the fund. This year, JPIA has held nearly 400 training classes resulting in more than 7,700 employees receiving training. Melody believes the best claim is the one that never happened, and that there is a direct correlation between risk management, training, and minimizing losses. She pursues all her duties with a strong sense of commitment and dedication. Enclosed is her Statement of Qualifications.

The District respectfully requests your organization consider adopting a concurring resolution of nomination in support of Mrs. McDonald. Enclosed is a sample concurring resolution for your consideration in support of her nomination or it can be found at <http://www.acwajpia.com/ElectionNews.aspx>. Since time is of the essence, and that this will require Board action, please include this on your agenda for your next Board meeting. Please send a certified copy to:

ACWA/JPIA
Attention: Sylvia Robinson
P.O. Box 619082
Roseville, CA 95661-9082

and

San Bernardino Valley Water Conservation District
Attention: Athena Monge
1630 W. Redlands Blvd. Ste "A"
Redlands, CA 92374

This resolution must be received by ACWA/JPIA no later than 4:30 pm Friday March 24, 2017.

Sincerely,

Daniel B. Cozad
General Manager

BOARD
OF
DIRECTORS

Division 1:
Richard Corneille
Division 2:
David E. Raley

Division 3:
T. Milford Harrison
Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL
MANAGER

Daniel B. Cozad

RESOLUTION NO. 542

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
NOMINATING ITS ACWA/JPIA BOARD
MEMBER TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("ACWA/JPIA")**

WHEREAS, this District is a member district of the ACWA/JPIA that participates in all four of its Programs: Liability, Property, and Workers' Compensation; and Employee Benefits; and

WHEREAS, the Bylaws of the ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's **Executive Committee**, the member district must place into nomination its member of the ACWA/JPIA Board of Directors for such open position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Valley Water Conservation District that its member of the ACWA/JPIA Board of Directors, Melody McDonald, be nominated as a candidate for the **Executive Committee** for the election to be held on May 8, 2017.

BE IT FURTHER RESOLVED that the ACWA/JPIA staff is hereby requested, upon receipt of the formal concurrence of five other member districts to effect such nomination.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA/JPIA at P.O. Box 619082, Roseville, California 95661-9082, forthwith.

ADOPTED this 11th day of January, 2017.



President, Board of Directors

ATTEST:



Secretary



Melody.sbvwd@gmail.com

**Melody
Henriques-McDonald**

P.O. BOX 30197
SAN BERNARDINO, CA 92413

(909) 793-2503 District
(909) 499-5175 cell
(909) 383-1122 fax

Like @ <https://www.facebook.com/Melody4Water>

Candidate for:

**ACWA JPIA
EXECUTIVE COMMITTEE
(Incumbent)**



Melody & Board receiving, District of Distinction Award, the highest governance and best practices accreditation possible.

Left, Kathleen Tiegs, Special Districts Board Member & ACWA Vice-President presenting.

ASSOCIATIONS

Member, Board of Directors of the San Bernardino Valley Water Conservation District (Elected), Past President, & currently Vice-President, 1991 originally appointed, and first woman on the board

Member, Executive Committee ACWA/JPIA

Chair, JPIA Liability Program Committee

Director, ACWA/Joint Powers Insurance Authority

Voting Member, Association of the San Bernardino County Special Districts

Over the 25 + Years, Experience in the Water Industry includes:

Past Member, (CWA) California Women for Agriculture

Past Member, ACWA Water Management Committee

Past Member, ACWA State Legislative Committee

Chair & Vice-Chair, JPIA Property & Workers Compensation Programs

Member, Board of Directors ACWA, Region 9 Chair

Chair, Water Management Certification Subcommittee

Chair, California Water Quality Control Board, Santa Ana Region
8 Years of service, Gubernatorial Appointment

CURRENT EMPLOYMENT

Southwest Lift & Equipment, Inc. (Heavy Duty Vehicle Lifts)
Broker/Associate, Century 21 Lois Lauer Realty

PROFESSIONAL ASSOCIATIONS & LICENSES

Redlands Association of Realtors
California Real Estate Broker's License
Arizona Real Estate Broker's License

ORGANIZATIONS AND SOCIETIES

Highland Chamber of Commerce
San Bernardino Chamber of Commerce
Immanuel Baptist Church Highland, CA
BSF International

EDUCATION

San Geronio High School, 1976
Western Real Estate School, 1989
Graduate, Special Districts Board Management Institute, 1997

City of San Juan Bautista

"The City of History"

Treasurer's Report

For the Seven Month Period Ended January 31, 2017

Financial Highlights ~

- General fund year to date change in fund balance was a positive \$282k, as compared to a positive change in fund balance of \$90k this time last year. The difference is primarily as a result of impact and planning income, offset by higher capital expenditures in the current year.
- Enterprise funds show year to date net loss of \$64k, as compared to the prior year loss of \$259k. The difference is due primarily to higher debt service costs in the prior year.
- Overall cash flow (removing accruals and depreciation) was a positive \$737k for the year to date.

Budget vs. Actual ~

- General fund revenues were \$929k, which were higher than budgeted by \$349k. \$331k of the variance is from higher than anticipated impact and planning revenues, offset by lower interest revenue.
- General fund expenditures were \$647k, which was lower than budget by \$156k. The lower expenses are primarily as a result of lower than anticipated contract, dues and subscription costs.

- General fund net change in fund balance was a positive \$282k, which was better than budgeted by \$505k.
- Enterprise funds revenues were \$949k, which was higher than budgeted by \$10k due primarily to higher than anticipated utility revenue.
- Enterprise funds expenses were \$1,013k, which was lower than budgeted by \$109k. The majority of the variance is due to lower than anticipated capital improvement costs.
- Enterprise funds combined year to date net loss was \$64k, which was better than budgeted by \$119k. The current year to date profit includes depreciation expense of \$357k, which is a noncash item.

Statement of Revenues and Expenditures - All Funds

For the Seven Month Period Ended January 31, 2017

	General Fund			46 - Water Enterprise Fund		
	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change
Income						
Property Taxes	188,579	181,893	6,686	-	-	-
Other Tax Revenue	289,821	224,036	65,785	-	-	-
Grant Funds	2,819	17,875	(15,056)	-	-	-
Franchise Fees	18,073	21,840	(3,767)	-	-	-
Business & Misc. Lic. & Permits	13,293	15,173	(1,880)	-	-	-
Planning, Building, Eng. Permit	38,308	24,304	14,004	-	-	-
Chg. for Planning/Eng. Services	161,536	16,358	145,178	-	-	-
Charges for Misc. Services	847	532	315	-	-	-
Utility Fees	1,618	-	1,618	452,548	418,139	34,409
Impact Fees	186,656	93,324	93,332	-	-	-
Fines & Penalties	662	1,562	(900)	-	-	-
Miscellaneous Revenue	27,017	50,821	(23,804)	5,845	16,658	(10,813)
Total Income	929,229	647,718	281,511	458,393	434,797	23,596
Expense						
Employee Salary, Wages, Benefit	266,116	279,763	(13,647)	53,484	38,567	14,917
Other Personnel Expenses	5,543	6,987	(1,444)	320	281	39
General and admin. expense	55,498	43,522	11,976	10,440	18,649	(8,209)
Contractual and Other Services	197,741	190,021	7,720	17,510	30,093	(12,583)
Utilities and Misc. Expenses	16,845	16,696	149	23,150	20,448	2,702
Equipment and Parts	17,808	15,735	2,073	14,850	24,547	(9,697)
Maint. & Repair Services	8,952	5,014	3,938	529	1,321	(792)
Capital Expenditures	73,698	-	73,698	193,552	173,636	19,916
Fund Transfer	5,186	-	5,186	-	-	-
Debt Defrayment	-	-	-	173,620	288,367	(114,747)
Total Expense	647,387	557,738	89,649	487,455	595,909	(108,454)
Net Income	281,842	89,980	191,862	(29,062)	(161,112)	132,050
Fund Balance at June 30, 2016	1,711,553			499,608		
Fund Balance at January 31, 2017	1,993,395			470,546		

City of San Juan Bautista

Statement of Revenues and Expenditures - All Funds

For the Seven Month Period Ended January 31, 2017

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change
Income						
Property Taxes	-	-	-	58,334	58,334	-
Other Tax Revenue	-	-	-	-	-	-
Grant Funds	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Business & Misc. Lic. & Permits	-	-	-	-	-	-
Planning, Building, Eng. Permit	-	-	-	-	-	-
Chg. for Planning/Eng. Services	-	-	-	-	-	-
Charges for Misc. Services	-	-	-	-	-	-
Utility Fees	490,698	500,567	(9,869)	-	-	-
Impact Fees	-	-	-	-	-	-
Fines & Penalties	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	-	-
Total Income	490,698	500,567	(9,869)	58,334	58,334	-
Expense						
Employee Salary, Wages, Benefit	43,098	26,021	17,077	-	-	-
Other Personnel Expenses	94	-	94	-	-	-
General and admin. expense	9,053	8,157	896	-	-	-
Contractual and Other Services	48,134	75,809	(27,675)	66,420	55,350	11,070
Utilities and Misc. Expenses	51,178	46,253	4,925	-	-	-
Equipment and Parts	1,445	8,924	(7,479)	-	-	-
Maint. & Repair Services	11,809	6,746	5,063	-	-	-
Capital Expenditures	218,271	175,875	42,396	-	-	-
Fund Transfer	-	-	-	-	-	-
Debt Defrayment	142,129	250,527	(108,398)	-	-	-
Total Expense	525,211	598,312	(73,101)	66,420	55,350	11,070
Net Income	(34,513)	(97,745)	63,232	(8,086)	2,984	(11,070)
Fund Balance at June 30, 2016	964,573			4,640		
Fund Balance at January 31, 2017	930,060			(3,446)		

City of San Juan Bautista

Statement of Revenues and Expenditures - All Funds

For the Seven Month Period Ended January 31, 2017

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change
Income						
Property Taxes	-	-	-	-	-	-
Other Tax Revenue	12,062	9,294	2,768	11,386	11,254	132
Grant Funds	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Business & Misc. Lic. & Permits	-	-	-	-	-	-
Planning, Building, Eng. Permit	-	-	-	-	-	-
Chg. for Planning/Eng. Services	-	-	-	-	-	-
Charges for Misc. Services	-	-	-	-	-	-
Utility Fees	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-
Fines & Penalties	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	-	-
Total Income	12,062	9,294	2,768	11,386	11,254	132
Expense						
Employee Salary, Wages, Benefit	-	-	-	-	-	-
Other Personnel Expenses	-	-	-	-	-	-
General and admin. expense	3,000	4,500	(1,500)	-	-	-
Contractual and Other Services	-	-	-	6,451	7,184	(733)
Utilities and Misc. Expenses	-	-	-	-	-	-
Equipment and Parts	-	-	-	-	-	-
Maint. & Repair Services	-	-	-	-	330	(330)
Capital Expenditures	-	-	-	-	-	-
Fund Transfer	-	-	-	-	-	-
Debt Defrayment	-	-	-	-	-	-
Total Expense	3,000	4,500	(1,500)	6,451	7,514	(1,063)
Net Income	9,062	4,794	4,268	4,935	3,740	1,195
Fund Balance at June 30, 2016	113,167			70,651		
Fund Balance at January 31, 2017	122,229			75,586		

City of San Juan Bautista

Statement of Revenues and Expenditures - All Funds

For the Seven Month Period Ended January 31, 2017

	75 - Gas Tax Fund			TOTAL		
	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change	Jul '16 - Jan 17	Jul '15 - Jan 16	\$ Change
Income						
Property Taxes	24,869	24,418	451	271,782	264,645	7,137
Other Tax Revenue	-	-	-	313,269	244,584	68,685
Grant Funds	-	-	-	2,819	17,875	(15,056)
Franchise Fees	-	-	-	18,073	21,840	(3,767)
Business & Misc. Lic. & Permits	-	-	-	13,293	15,173	(1,880)
Planning, Building, Eng. Permit	-	-	-	38,308	24,304	14,004
Chg. for Planning/Eng. Services	-	-	-	161,536	16,358	145,178
Charges for Misc. Services	-	-	-	847	532	315
Utility Fees	-	-	-	944,864	918,706	26,158
Impact Fees	-	-	-	186,656	93,324	93,332
Fines & Penalties	-	-	-	662	1,562	(900)
Miscellaneous Revenue	-	-	-	32,862	67,479	(34,617)
Total Income	24,869	24,418	451	1,984,971	1,686,382	298,589
Expense						
Employee Salary, Wages, Benefit	-	-	-	362,698	344,351	18,347
Other Personnel Expenses	-	-	-	5,957	7,268	(1,311)
General and admin. expense	-	27	(27)	77,991	74,855	3,136
Contractual and Other Services	-	-	-	336,256	358,457	(22,201)
Utilities and Misc. Expenses	10,133	13,302	(3,169)	101,306	96,699	4,607
Equipment and Parts	-	-	-	34,103	49,206	(15,103)
Maint. & Repair Services	-	-	-	21,290	13,411	7,879
Capital Expenditures	-	-	-	485,521	349,511	136,010
Fund Transfer	(5,186)	-	(5,186)	-	-	-
Debt Defrayment	-	-	-	315,749	538,894	(223,145)
Total Expense	4,947	13,329	(8,382)	1,740,871	1,832,652	(91,781)
Net Income	19,922	11,089	8,833	244,100	(146,270)	390,370
Fund Balance at June 30, 2016	59,074					
Fund Balance at January 31, 2017	78,996					

Budget vs. Actual by Department

For the Seven Month Period Ended January 31, 2017

	General Fund			46 - Water Enterprise Fund		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
Income						
Property Taxes						
402.000 • Secured Taxes	165,978	120,000	45,978	-	-	-
404.000 • Unsecured Taxes	17,274	6,750	10,524	-	-	-
403.000 • Supplemental Property Tax	-	1,250	(1,250)	-	-	-
402.002 • Unitary Taxes	4,961	4,500	461	-	-	-
422.000 • COPS Funding	-	-	-	-	-	-
426.000 • HOPTR	366	-	-	-	-	-
436.000 • Gas Tax 2103	-	-	-	-	-	-
431.000 • Gas Tax 2105	-	-	-	-	-	-
432.000 • Gas Tax 2106	-	-	-	-	-	-
433.000 • Gas Tax 2107	-	-	-	-	-	-
434.000 • Gas Tax 2107.5	-	-	-	-	-	-
Total Property Taxes	188,579	132,500	56,079			
Other Tax Revenue						
406.000 • Sales Tax	206,687	233,915	(27,228)	-	-	-
408.000 • Transient Lodging Taxes	67,701	39,000	28,701	-	-	-
416.000 • Misc. County Taxes	123	-	-	-	-	-
415.000 • Special Assessment	-	-	-	-	-	-
419.000 • Other Doc. Transfer	6,507	3,500	3,007	-	-	-
428.000 • Vehicle License Fees	2,334	600	1,734	-	-	-
429.000 • Other Tax Revenue	6,469	-	-	-	-	-
Total Other Tax Revenue	289,821	277,015	12,806			
Grant Funds						
437.000 • Library Grant	2,819	-	-	-	-	-
Total Grant Funds	2,819					
Franchise Fees						
442.000 • Franchise Cable	3,151	4,450	(1,299)	-	-	-
448.000 • Refuse Franchise	14,922	15,165	(243)	-	-	-
Total Franchise Fees	18,073	19,615	(1,542)			
Business & Misc. Lic. & Permits						
450.000 • Business Licenses	8,034	11,500	(3,466)	-	-	-
453.000 • Burn Permits	20	-	-	-	-	-
470.000 • Garage Sale Permits	60	50	10	-	-	-
472.000 • Animal Licenses	60	50	10	-	-	-
490.000 • Misc. Revenue	856	100	756	-	-	-
494.001 • Special Events	4,173	4,000	173	-	-	-
Business & Misc. Lic. & Permits - Other	90	-	-	-	-	-
Total Business & Misc. Lic. & Permits	13,293	15,700	(2,407)			
Planning, Building, Eng. Permit						
458.001 • Green Fee	120	30	90	-	-	-

Budget vs. Actual by Department

For the Seven Month Period Ended January 31, 2017

	General Fund			46 - Water Enterprise Fund		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
459.004 • Fire Sprinkler Permit	1,258			-		
459.003 • Mechanical Permit	1,054	1,500	(446)	-		
459.002 • Plumbing Permit	1,443	1,400	43	-		
459.001 • Electrical Permit	1,761	2,500	(739)	-		
454.003 • Design Review	650	500	150	-		
454.002 • Appeal	500			-		
451.000 • Building Permits	22,571	24,000	(1,429)	-		
454.000 • Conditional Use Permit (CUP)	-	200	(200)	-		
456.000 • PUD Use Permit	-	100	(100)	-		
457.000 • Encroachment Permits	956	250	706	-		
458.000 • Sign Permits	25	250	(225)	-		
461.000 • Subdivision Fees	2,133	10,000	(7,867)	-		
467.000 • Strong Motion Impact Fees	5,837			-		
Total Planning, Building, Eng. Permit	38,308	40,730	(2,422)	-		
Chg. for Planning/Eng. Services						
458.002 • SMIP Fee	324			-		
490.001 • Misc. Revenue Planning	4,385	2,000	2,385	-		
464.000 • Engineer Inspection Fee	1,253	1,000	253	-		
462.000 • Engineer Plan Check Fees	3,594	3,250	344	-		
463.000 • Building Inspection Fee	76,059	3,750	72,309	-		
452.000 • Building Plan Check Fees	61,440	6,000	55,440	-		
459.000 • Remib. - Proj/Dev. Costs	14,481	750	13,731	-		
Total Chg. for Planning/Eng. Services	161,536	16,750	144,786	-		
Charges for Misc. Services						
496.002 • Administration Income	-	400	(400)	-		
496.001 • Public Document Charge	24	20	4	-		
496.000 • Library Copy Charges	824	525	299	-		
Total Charges for Misc. Services	848	945	(97)	-		
Utility Fees						
483.000 • Utility Connection Fees	-			-	22,500	(22,500)
486.000 • Utility Fees Commercial	1,366			84,638	91,875	(7,237)
485.000 • Utility Fees Residential	253			359,295	318,792	40,503
485.001 • Septage Charges	-			-		
493.000 • Water Meter Maint. Fees	-			8,615	933	7,682
Total Utility Fees	1,619			452,548	434,100	18,448
Impact Fees	186,656			-	34,908	(34,908)
Fines & Penalties						
421.000 • Vehicle Code Parking	-	60	(60)	-		
475.000 • Library Fines	568	434	134	-		
476.000 • Code Enforcement Fines	39			-		
Fines & Penalties - Other	56			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	General Fund			46 - Water Enterprise Fund		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
Total Fines & Penalties	663	494	169	-		
Miscellaneous Revenue						
497.000 • Other Financing Sources	263			-		
484.000 • Interest and Penalties	424	35,000	(34,576)	5,845		
480.002 • Permits	(475)			-		
480.001 • Lease - American Tower	13,444	17,500	(4,056)	-		
438.000 • Donations	1,074	13,000	(11,926)	-		
480.000 • Rental Income	11,851	4,000	7,851	-		
482.000 • Parks & Rec Revenue	100	7,000	(6,664)	-		
480.003 • Reimbursed City expenses	336		(6,664)	-		
Total Miscellaneous Revenue	27,017	76,500	(49,483)	5,845		
Total Income	929,232	580,249	348,983	458,393	469,008	(10,615)
Expense						
Employee Salary, Wages, Benefit						
519.001 • Volunteer Stipend	-	200	(200)	-		
502.000 • Salaries and Wages - FT	205,208	223,194	(17,986)	43,434	25,820	17,614
504.000 • Salaries and Wages - OT	777	1,965	(1,188)	325	566	(241)
508.000 • FICA	16,052	17,448	(1,396)	3,095	2,018	1,077
510.000 • Worker's Comp	10,700	18,387	(7,687)	5,190	4,220	970
512.000 • Unemployment	281	2,283	(2,002)	-	264	(264)
514.000 • Health Insurance	26,523	29,364	(2,841)	1,439	3,646	(2,207)
518.000 • 457k Retirement Contribution	5,875	5,309	566	-	210	(210)
519.000 • Elected Official Stipend	700	1,650	(950)	-		
Total Employee Salary, Wages, Benefit	266,116	299,800	(33,684)	53,483	36,744	16,739
Other Personnel Expenses						
522.000 • Uniforms & Alterations	1,400	2,050	(650)	-		
524.000 • Phys., Drug 7 Psych Testing	225	400	(175)	-		
525.000 • Volunteer Firefighter Stipend	600	2,100	(1,500)	-		
526.000 • Education and Training	2,393	3,775	(1,382)	320		
528.000 • Travel/Per Diem/Car Allowance	925	2,740	(1,815)	-		
Total Other Personnel Expenses	5,543	11,065	(5,522)	320		
General and admin. expense						
647.000 • Youth Commission	-			-		
645.000 • Summer Program	3,681	2,000	1,681	-		
550.000 • Office Supplies	4,412	5,556	(1,144)	923		
558.000 • Printing and Copies	613	5,607	(4,994)	342		
548.000 • Advertising	120	809	(689)	-		
562.000 • Food and Beverages	1,997	1,208	789	52		
516.000 • Insurance - Liab/Bond/Auto/Prop	23,485	6,977	16,508	-		
544.000 • Computer Software Service	1,507	4,033	(2,526)	-		
545.000 • Computer Hardware Service	511	2,100	(1,589)	-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	General Fund			46 - Water Enterprise Fund		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
530.000 • Dues and Subscriptions	15,916	44,350	(28,434)	2,601	7,000	(4,399)
634.000 • Copier Services & Lease	2,177	2,008	169	1,089		
657.001 • Filing Fees	-			-		
638.000 • Bank Charges/PR Processing	-	1,458	(1,458)	4,263		
551.000 • Postage and Freight	1,083	3,748	(2,665)	1,170	1,750	(580)
Total General and admin. expense	55,502	79,854	(24,352)	10,440	8,750	1,690
Contractual and Other Services						
600.000 • Operational Contracts	102,417	103,719	(1,302)	17,060	23,917	(6,857)
602.000 • Legal	23,504	27,859	(4,355)	-	50	(50)
604.000 • Engineering	3,671	14,000	(10,329)	-	1,500	(1,500)
604.001 • Reclamation Expense	-			-		
608.000 • Accounting	22,646	20,417	2,229	-		
609.000 • Building Inspection	93	500	(407)	-		
610.000 • Audit	-	25,000	(25,000)	-		
612.001 • Other Prof. Service - CMAP	820	1,400	(580)	-		
612.002 • Security	2,280	313	1,967	450	467	(17)
612.006 • Web maintenance	350	729	(379)	-		
614.000 • Law Enforcement	7,408	45,350	(37,942)	-		
618.000 • County Communications	27,440	56,000	(28,560)	-		
624.000 • Janitorial	2,487	3,408	(921)	-		
626.000 • Landscape Services	303	1,750	(1,447)	-		
632.000 • Building Equipment Rental	-	1,250	(1,250)	-		
643.003 • SBCO Mgmt Fees	4,189			-		
654.000 • Chemical Testing	132			-		
659.000 • Election Expense	-	3,000	(3,000)	-		
Total Contractual and Other Services	197,740	304,695	(106,955)	17,510	25,934	(8,424)
Utilities and Misc. Expenses						
650.000 • Agg. Base Material	2,958			-		
640.001 • Communication Radios	104			-		
639.000 • Merchant processing fees	-	933	(933)	-		
640.000 • Telecomm	5,813	5,294	519	416	700	(284)
642.000 • Electricity	7,933	9,567	(1,634)	16,910	17,500	(590)
643.001 • Water	-			-		
644.000 • Street Signal	-			-		
646.000 • Street Lighting	34			-		
656.000 • Licenses and Permits	-	530	(530)	5,649	7,292	(1,643)
658.000 • Property Taxes	-			176		
Total Utilities and Misc. Expenses	16,842	16,324	518	23,151	25,492	(2,341)
Equipment and Parts						
649.02 • Agg. Based Material	-	7,000	(7,000)	-		
712.000 • Materials	3,697	2,500	1,197	-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	General Fund			46 - Water Enterprise Fund		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
532.01 - Equipment Rental	-	250	(250)	-	-	-
701.000 - Small Tools	247	1,000	(753)	-	-	-
702.000 - Safety Gear & First Aid	255			-		
554.000 - Gasoline & Diesel Fuel	2,613	8,591	(5,978)	639	583	56
552.000 - Chemical and Gasses	-	1,958	(1,958)	-	4,083	(4,083)
703.000 - Books and Periodicals	964	1,492	(528)	-	-	-
716.000 - Parts - City Rep. Vehicles	1,538	4,750	(3,212)	-	-	-
718.000 - Parts - City Rep. Equipment	2,555	2,100	455	50	6,000	(5,950)
720.000 - Parts - City Rep. Water	1,140	9,400	(8,260)	14,100	12,833	1,267
721.000 - Fire Equipment and Supplies	735			-	-	-
722.000 - Parts - City Rep. Sewer	-			-		
724.000 - Parts - City Rep. Streets	1,371			60		
726.000 - Parts - City Rep. Parks	2,695	2,950	(255)	-	-	-
Total Equipment and Parts	17,810	41,991	(24,181)	14,849	23,499	(8,650)
Maint. & Repair Services						
755.002 - Street Sign Maint. & Repair	418			-		
751.001 - Maint. & Repair Wells	-			40	5,000	(4,960)
751.000 - Claims	-			-		
752.000 - Vehicle Maint. - Outside	(129)			-		
754.000 - Equipment Maint. - Outside	1,478			-	3,500	(3,500)
757.000 - Bldg Maint. - Inside	2,843	300	2,543	-		
758.000 - Building Maint. Outside	3,800	2,250	1,550	-		
760.000 - Grounds Maint. - Outside	399	1,700	(1,301)	-		
762.000 - Streets Maint. & Paving	143	500	(357)	-		
764.000 - Water Maintenance - Outside	-			489	1,750	(1,261)
766.000 - Sewer Maint. - Plant	-			-		
Total Maint. & Repair Services	8,952	4,750	4,202	529	10,250	(9,721)
Capital Expenditures						
859.000 - Fines RWQCB	-			-		
808.000 - Equipment	-	25,000	(25,000)	-		
801.000 - Capital Purchases/Improvements	73,698	19,125	54,573	29,917	89,950	(60,033)
805.000 - Construction in Progress Reclass	-	1,050	(1,050)	-		
812.000 - Depreciation	-			163,636	163,636	-
Total Capital Expenditures	73,698	45,175	28,523	193,553	253,586	(60,033)
Fund Transfer						
General Fund	5,186			-		
Transfer G&A Expenses						
Gas Tax Fund	-			-		
Total Transfer G&A Expenses	-			-		
Total Fund Transfer	5,186			-		
Debt Defrayment						

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	General Fund			46 - Water Enterprise Fund		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
854.000 - Debt Service Principal Payment	-			17,578	40,726	(23,148)
858.000 - Interest	-					
855.000 - Amortization expense	-			18,480	135,941	1,621
858.000 - Interest - Other	-			137,562	135,941	20,101
Total 858.000 - Interest	-			156,042	135,941	(3,047)
Total Debt Defrayment	-			173,620	176,667	(73,467)
Total Expense	647,389	803,654	(156,265)	487,455	560,922	62,852
Net Income	281,843	(223,405)	505,248	(29,062)	(91,914)	

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
Income						
Property Taxes						
402.000 · Secured Taxes	-			-		
404.000 · Unsecured Taxes	-			-		
403.000 · Supplemental Property Tax	-			-		
402.002 · Unitary Taxes	-			-		
422.000 · COPS Funding	-			58,334	58,333	1
426.000 · HOPTR	-			-		
436.000 · Gas Tax 2103	-			-		
431.000 · Gas Tax 2105	-			-		
432.000 · Gas Tax 2106	-			-		
433.000 · Gas Tax 2107	-			-		
434.000 · Gas Tax 2107.5	-			-		
Total Property Taxes	-			58,334	58,333	1
Other Tax Revenue						
406.000 · Sales Tax	-			-		
408.000 · Transient Lodging Taxes	-			-		
416.000 · Misc. County Taxes	-			-		
415.000 · Special Assessment	-			-		
419.000 · Other Doc. Transfer	-			-		
428.000 · Vehicle License Fees	-			-		
429.000 · Other Tax Revenue	-			-		
Total Other Tax Revenue	-			-		
Grant Funds						
437.000 · Library Grant	-			-		
Total Grant Funds	-			-		
Franchise Fees						
442.000 · Franchise Cable	-			-		
448.000 · Refuse Franchise	-			-		
Total Franchise Fees	-			-		
Business & Misc. Lic. & Permits						
450.000 · Business Licenses	-			-		
453.000 · Burn Permits	-			-		
470.000 · Garage Sale Permits	-			-		
472.000 · Animal Licenses	-			-		
490.000 · Misc. Revenue	-			-		
494.001 · Special Events	-			-		
Business & Misc. Lic. & Permits - Other	-			-		
Total Business & Misc. Lic. & Permits	-			-		
Planning, Building, Eng. Permit						
458.001 · Green Fee	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
459.004 · Fire Sprinkler Permit	-			-		
459.003 · Mechanical Permit	-			-		
459.002 · Plumbing Permit	-			-		
459.001 · Electrical Permit	-			-		
454.003 · Design Review	-			-		
454.002 · Appeal	-			-		
451.000 · Building Permits	-			-		
454.000 · Conditional Use Permit (CUP)	-			-		
456.000 · PUD Use Permit	-			-		
457.000 · Encroachment Permits	-			-		
458.000 · Sign Permits	-			-		
461.000 · Subdivision Fees	-			-		
467.000 · Strong Motion Impact Fees	-			-		
Total Planning, Building, Eng. Permit	-			-		
Chg. for Planning/Eng. Services	-			-		
458.002 · SMIP Fee	-			-		
490.001 · Misc. Revenue Planning	-			-		
464.000 · Engineer Inspection Fee	-			-		
462.000 · Engineer Plan Check Fees	-			-		
463.000 · Building Inspection Fee	-			-		
452.000 · Building Plan Check Fees	-			-		
459.000 · Remib. - Proj/Dev. Costs	-			-		
Total Chg. for Planning/Eng. Services	-			-		
Charges for Misc. Services	-			-		
496.002 · Administration Income	-			-		
496.001 · Public Document Charge	-			-		
496.000 · Library Copy Charges	-			-		
Total Charges for Misc. Services	-			-		
Utility Fees	-			-		
483.000 · Utility Connection Fees	-			-		
486.000 · Utility Fees Commercial	137,632	145,017	(7,385)	-		
485.000 · Utility Fees Residential	353,066	321,708	31,358	-		
485.001 · Septage Charges	-			-		
493.000 · Water Meter Maint. Fees	-			-		
Total Utility Fees	490,698	466,725	23,973	-		
Impact Fees	-			-		
Fines & Penalties	-			-		
421.000 · Vehicle Code Parking	-			-		
475.000 · Library Fines	-			-		
476.000 · Code Enforcement Fines	-			-		
Fines & Penalties - Other	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
Total Fines & Penalties	-			-		
Miscellaneous Revenue						
497,000 · Other Financing Sources	-			-		
484,000 · Interest and Penalties	-	2,917	(2,917)	-		
480,002 · Permits	-			-		
480,001 · Lease - American Tower	-			-		
438,000 · Donations	-			-		
480,000 · Rental Income	-			-		
482,000 · Parks & Rec Revenue	-			-		
480,003 · Reimbursed City expenses	-			-		
Total Miscellaneous Revenue	-	2,917	(2,917)	-		
Total Income	490,698	469,642	21,056	58,334	58,333	1
Expense						
Employee Salary, Wages, Benefit						
519,001 · Volunteer Stipend	-			-		
502,000 · Salaries and Wages - FT	34,567	23,146	11,421	-		
504,000 · Salaries and Wages - OT	244	447	(203)	-		
508,000 · FICA	2,434	1,805	629	-		
510,000 · Worker's Comp	4,666	3,768	898	-		
512,000 · Unemployment	-	236	(236)	-		
514,000 · Health Insurance	1,187	3,389	(2,202)	-		
518,000 · 457k Retirement Contribution	-	191	(191)	-		
519,000 · Elected Official Stipend	-			-		
Total Employee Salary, Wages, Benefit	43,098	32,982	10,116	-		
Other Personnel Expenses						
522,000 · Uniforms & Alterations	-			-		
524,000 · Phys., Drug 7 Psych Testing	94			-		
525,000 · Volunteer Firefighter Stipend	-			-		
526,000 · Education and Training	-	250	(250)	-		
528,000 · Travel/Per Diem/Car Allowance	-			-		
Total Other Personnel Expenses	94	250	(156)	-		
General and admin. expense						
647,000 · Youth Commission	-			-		
645,000 · Summer Program	-			-		
550,000 · Office Supplies	880			-		
558,000 · Printing and Copies	342	1,750	(1,408)	-		
548,000 · Advertising	-			-		
562,000 · Food and Beverages	52			-		
516,000 · Insurance - Liab/Bond/Auto/Prop	-			-		
544,000 · Computer Software Service	-			-		
545,000 · Computer Hardware Service	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
530.000 - Dues and Subscriptions	2,088	500	1,588	-	-	-
634.000 - Copier Services & Lease	1,089	-	-	-	-	-
657.001 - Filing Fees	-	250	3,238	-	-	-
638.000 - Bank Charges/PR Processing	3,488	-	-	-	-	-
551.000 - Postage and Freight	1,115	2,500	6,554	-	-	-
Total General and admin. expense	9,054	-	-	-	-	-
Contractual and Other Services						
600.000 - Operational Contracts	47,582	78,750	(31,168)	-	-	-
602.000 - Legal	-	50	(50)	-	-	-
604.000 - Engineering	-	250	(250)	-	-	-
604.001 - Reclamation Expense	-	250	(250)	-	-	-
608.000 - Accounting	-	-	-	-	-	-
609.000 - Building Inspection	-	-	-	-	-	-
610.000 - Audit	-	-	-	-	-	-
612.001 - Other Prof. Service - CMAP	-	292	260	-	-	-
612.002 - Security	552	-	-	-	-	-
612.006 - Web maintenance	-	-	-	-	-	-
614.000 - Law Enforcement	-	-	-	66,420	58,333	8,087
618.000 - County Communications	-	-	-	-	-	-
624.000 - Janitorial	-	-	-	-	-	-
626.000 - Landscape Services	-	-	-	-	-	-
632.000 - Building Equipment Rental	-	-	-	-	-	-
643.003 - SBCO Mgmt Fees	-	-	-	-	-	-
654.000 - Chemical Testing	-	-	-	-	-	-
659.000 - Election Expense	-	-	-	-	-	-
Total Contractual and Other Services	48,134	79,592	(31,458)	66,420	58,333	8,087
Utilities and Misc. Expenses						
650.000 - Agg. Base Material	-	-	-	-	-	-
640.001 - Communication Radios	-	-	-	-	-	-
639.000 - Merchant processing fees	-	933	(227)	-	-	-
640.000 - Telecomm	706	-	-	-	-	-
642.000 - Electricity	50,472	42,000	8,472	-	-	-
643.001 - Water	-	800	(800)	-	-	-
644.000 - Street Signal	-	-	-	-	-	-
646.000 - Street Lighting	-	-	-	-	-	-
656.000 - Licenses and Permits	-	4,800	(4,800)	-	-	-
658.000 - Property Taxes	-	-	-	-	-	-
Total Utilities and Misc. Expenses	51,178	48,533	2,645	-	-	-
Equipment and Parts						
649.02 - Agg. Based Material	-	-	-	-	-	-
712.000 - Materials	-	-	-	-	-	-

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
532.01 - Equipment Rental	-			-		
701.000 - Small Tools	-			-		
702.000 - Safety Gear & First Aid	-			-		
554.000 - Gasoline & Diesel Fuel	639	875	(236)	-		
552.000 - Chemical and Gasses	511	3,500	(2,989)	-		
703.000 - Books and Periodicals	-			-		
716.000 - Parts - City Rep. Vehicles	-			-		
718.000 - Parts - City Rep. Equipment	10	2,917	(2,907)	-		
720.000 - Parts - City Rep. Water	-			-		
721.000 - Fire Equipment and Supplies	-			-		
722.000 - Parts - City Rep. Sewer	285	5,833	(5,548)	-		
724.000 - Parts - City Rep. Streets	-			-		
726.000 - Parts - City Rep. Parks	-			-		
Total Equipment and Parts	1,445	13,125	(11,680)	-		
Maint. & Repair Services						
755.002 - Street Sign Maint. & Repair	-			-		
751.001 - Maint. & Repair Wells	-	500	(500)	-		
751.000 - Claims	-			-		
752.000 - Vehicle Maint. - Outside	-			-		
754.000 - Equipment Maint. - Outside	-	3,208	(3,208)	-		
757.000 - Bldg Maint. - Inside	-			-		
758.000 - Building Maint. Outside	-			-		
760.000 - Grounds Maint. - Outside	-			-		
762.000 - Streets Maint. & Paving	-	1,750	(1,750)	-		
764.000 - Water Maintenance - Outside	-			-		
766.000 - Sewer Maint. - Plant	11,809	5,000	6,809	-		
Total Maint. & Repair Services	11,809	10,458	1,351	-		
Capital Expenditures						
859.000 - Fines RWQCB	21,000	21,000	-	-		
808.000 - Equipment	-	47,600	(47,600)	-		
801.000 - Capital Purchases/Improvements	3,750			-		
805.000 - Construction in Progress Reclass	-			-		
812.000 - Depreciation	193,521	193,521	-	-		
Total Capital Expenditures	218,271	262,121	(43,850)	-		
Fund Transfer						
General Fund	-			-		
Transfer G&A Expenses	-			-		
Gas Tax Fund	-			-		
Total Transfer G&A Expenses	-	-	-	-	-	-
Total Fund Transfer	-	-	-	-	-	-
Debt Defrayment	-	-	-	-	-	-

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
854,000 • Debt Service Principal Payment	14,382			-		
858,000 • Interest						
855,000 • Amortization expense	15,120			-		
858,000 • Interest - Other	112,627	111,225	1,402	-		
Total 858,000 • Interest	127,747	111,225	16,522	-		
Total Debt Defrayment	142,129	111,225	30,904	-		
Total Expense	525,212	560,786	(35,574)	66,420	58,333	8,087
Net Income	(34,514)	(91,144)	56,630	(8,086)	-	(8,086)

City of San Juan Bautista

Budget vs. Actual by Department

For the Seven Month Period Ended January 31, 2017

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
Income						
Property Taxes						
402.000 · Secured Taxes	-			-		
404.000 · Unsecured Taxes	-			-		
403.000 · Supplemental Property Tax	-			-		
402.002 · Unitary Taxes	-			-		
422.000 · COPS Funding	-			-		
426.000 · HOPTR	-			-		
436.000 · Gas Tax 2103	-			-		
431.000 · Gas Tax 2105	-			-		
432.000 · Gas Tax 2106	-			-		
433.000 · Gas Tax 2107	-			-		
434.000 · Gas Tax 2107.5	-			-		
Total Property Taxes	-			-		
Other Tax Revenue						
406.000 · Sales Tax	-			-		
408.000 · Transient Lodging Taxes	12,062	1,458	10,604	-		
416.000 · Misc. County Taxes	-			-		
415.000 · Special Assessment	-			11,386		
419.000 · Other Doc. Transfer	-			-		
428.000 · Vehicle License Fees	-			-		
429.000 · Other Tax Revenue	-			-		
Total Other Tax Revenue	12,062	1,458	10,604	11,386		
Grant Funds						
437.000 · Library Grant	-			-		
Total Grant Funds	-			-		
Franchise Fees						
442.000 · Franchise Cable	-			-		
448.000 · Refuse Franchise	-			-		
Total Franchise Fees	-			-		
Business & Misc. Lic. & Permits						
450.000 · Business Licenses	-			-		
453.000 · Burn Permits	-			-		
470.000 · Garage Sale Permits	-			-		
472.000 · Animal Licenses	-			-		
490.000 · Misc. Revenue	-			-		
494.001 · Special Events	-			-		
Business & Misc. Lic. & Permits - Other	-			-		
Total Business & Misc. Lic. & Permits	-			-		
Planning, Building, Eng. Permit						
458.001 · Green Fee	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
459.004 • Fire Sprinkler Permit	-			-		
459.003 • Mechanical Permit	-			-		
459.002 • Plumbing Permit	-			-		
459.001 • Electrical Permit	-			-		
454.003 • Design Review	-			-		
454.002 • Appeal	-			-		
451.000 • Building Permits	-			-		
454.000 • Conditional Use Permit (CUP)	-			-		
456.000 • PUD Use Permit	-			-		
457.000 • Encroachment Permits	-			-		
458.000 • Sign Permits	-			-		
461.000 • Subdivision Fees	-			-		
467.000 • Strong Motion Impact Fees	-			-		
Total Planning, Building, Eng. Permit	-			-		
Chg. for Planning/Eng. Services	-			-		
458.002 • SMIP Fee	-			-		
490.001 • Misc. Revenue Planning	-			-		
464.000 • Engineer Inspection Fee	-			-		
462.000 • Engineer Plan Check Fees	-			-		
463.000 • Building Inspection Fee	-			-		
452.000 • Building Plan Check Fees	-			-		
459.000 • Remib. - Proj/Dev. Costs	-			-		
Total Chg. for Planning/Eng. Services	-			-		
Charges for Misc. Services	-			-		
496.002 • Administration Income	-			-		
496.001 • Public Document Charge	-			-		
496.000 • Library Copy Charges	-			-		
Total Charges for Misc. Services	-			-		
Utility Fees	-			-		
483.000 • Utility Connection Fees	-			-		
486.000 • Utility Fees Commercial	-			-		
485.000 • Utility Fees Residential	-			-		
485.001 • Septage Charges	-			-		
493.000 • Water Meter Maint. Fees	-			-		
Total Utility Fees	-			-		
Impact Fees	-			-		
Fines & Penalties	-			-		
421.000 • Vehicle Code Parking	-			-		
475.000 • Library Fines	-			-		
476.000 • Code Enforcement Fines	-			-		
Fines & Penalties - Other	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	55 - Rest. and Parking Fund		60 - Valle Vista Lighting Dist.	
	Jul '16 - Jan 17	Budget	Jul '16 - Jan 17	Budget
		\$ Over Budget		\$ Over Budget
Total Fines & Penalties	-		-	
Miscellaneous Revenue				
497.000 · Other Financing Sources	-		-	
484.000 · Interest and Penalties	-		-	
480.002 · Permits	-		-	
480.001 · Lease - American Tower	-		-	
438.000 · Donations	-		-	
480.000 · Rental Income	-		-	
482.000 · Parks & Rec Revenue	-		-	
480.003 · Reimbursed City expenses	-		-	
Total Miscellaneous Revenue	-		-	
Total Income	12,062	1,458	11,386	10,604
Expense				
Employee Salary, Wages, Benefit				
519.001 · Volunteer Stipend	-		-	
502.000 · Salaries and Wages - FT	-		-	
504.000 · Salaries and Wages - OT	-		-	
508.000 · FICA	-		-	
510.000 · Worker's Comp	-		-	
512.000 · Unemployment	-		-	
514.000 · Health Insurance	-		-	
518.000 · 457k Retirement Contribution	-		-	
519.000 · Elected Official Stipend	-		-	
Total Employee Salary, Wages, Benefit	-		-	
Other Personnel Expenses				
522.000 · Uniforms & Alterations	-		-	
524.000 · Phys., Drug 7 Psych Testing	-		-	
525.000 · Volunteer Firefighter Stipend	-		-	
526.000 · Education and Training	-		-	
528.000 · Travel/Per Diem/Car Allowance	-		-	
Total Other Personnel Expenses	-		-	
General and admin. expense				
647.000 · Youth Commission	-		-	
645.000 · Summer Program	-		-	
550.000 · Office Supplies	-		-	
558.000 · Printing and Copies	-		-	
548.000 · Advertising	3,000		-	
562.000 · Food and Beverages	-		-	
516.000 · Insurance - Liab/Bond/Auto/Prop	-		-	
544.000 · Computer Software Service	-		-	
545.000 · Computer Hardware Service	-		-	
			50	(50)
			50	(50)

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
530.000 · Dues and Subscriptions	-			-		
634.000 · Copier Services & Lease	-			-		
657.001 · Filing Fees	-			-		
638.000 · Bank Charges/PR Processing	-			-		
551.000 · Postage and Freight	-			-		
Total General and admin. expense	3,000			-	100	(100)
Contractual and Other Services						
600.000 · Operational Contracts	-			-		
602.000 · Legal	-			-	50	(50)
604.000 · Engineering	-			-	400	(400)
604.001 · Reclamation Expense	-			-		
608.000 · Accounting	-			-		
609.000 · Building Inspection	-			-		
610.000 · Audit	-			-		
612.001 · Other Prof. Service - CMAP	-			-		
612.002 · Security	-			-		
612.006 · Web maintenance	-			-		
614.000 · Law Enforcement	-			-		
618.000 · County Communications	-			-		
624.000 · Janitorial	-			-		
626.000 · Landscape Services	-			6,451	7,364	(913)
632.000 · Building Equipment Rental	-			-		
643.003 · SBCO Mgmt Fees	-			-		
654.000 · Chemical Testing	-			-		
659.000 · Election Expense	-			-		
Total Contractual and Other Services				6,451	7,814	(1,363)
Utilities and Misc. Expenses						
650.000 · Agg. Base Material	-			-		
640.001 · Communication Radios	-			-		
639.000 · Merchant processing fees	-			-		
640.000 · Telecomm	-			-		
642.000 · Electricity	-			-	1,225	(1,225)
643.001 · Water	-			-		
644.000 · Street Signal	-			-		
646.000 · Street Lighting	-			-		
656.000 · Licenses and Permits	-			-		
658.000 · Property Taxes	-			-		
Total Utilities and Misc. Expenses				-	1,225	(1,225)
Equipment and Parts						
649.02 · Agg. Based Material	-			-		
712.000 · Materials	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	55 - Rest. and Parking Fund		60 - Valle Vista Lighting Dist.	
	Jul '16 - Jan 17	Budget	Jul '16 - Jan 17	Budget
		\$ Over Budget		\$ Over Budget
532.01 - Equipment Rental	-		-	
701.000 - Small Tools	-		-	
702.000 - Safety Gear & First Aid	-		-	
554.000 - Gasoline & Diesel Fuel	-		-	
552.000 - Chemical and Gases	-		-	
703.000 - Books and Periodicals	-		-	
716.000 - Parts - City Rep. Vehicles	-		-	
718.000 - Parts - City Rep. Equipment	-		-	
720.000 - Parts - City Rep. Water	-		-	
721.000 - Fire Equipment and Supplies	-		-	
722.000 - Parts - City Rep. Sewer	-		-	
724.000 - Parts - City Rep. Streets	-		-	
726.000 - Parts - City Rep. Parks	-		-	
Total Equipment and Parts	-		-	
Maint. & Repair Services	-		-	
755.002 - Street Sign Maint. & Repair	-		-	
751.001 - Maint. & Repair Wells	-		-	
751.000 - Claims	-		-	
752.000 - Vehicle Maint. - Outside	-		-	
754.000 - Equipment Maint. - Outside	-		-	
757.000 - Bldg Maint. - Inside	-		-	
758.000 - Building Maint. Outside	-		-	
760.000 - Grounds Maint. - Outside	-		-	
762.000 - Streets Maint. & Paving	-		-	
764.000 - Water Maintenance - Outside	-		-	
766.000 - Sewer Maint. - Plant	-		-	
Total Maint. & Repair Services	-		-	
Capital Expenditures	-		-	
859.000 - Fines RWQCB	-		-	
808.000 - Equipment	-		-	
801.000 - Capital Purchases/Improvements	-		-	
805.000 - Construction in Progress Reclass	-		-	
812.000 - Depreciation	-		-	
Total Capital Expenditures	-		-	
Fund Transfer	-		-	
General Fund	-		-	
Transfer G&A Expenses	-		-	
Gas Tax Fund	-		-	
Total Transfer G&A Expenses	-		-	
Total Fund Transfer	-		-	
Debt Defrayment	-		-	

Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
854.000 - Debt Service Principal Payment	-			-		
858.000 - Interest	-			-		
855.000 - Amortization expense	-			-		
858.000 - Interest - Other	-			-		
Total 858.000 - Interest	-			-		
Total Debt Defrayment	3,000			6,451	9,139	(2,688)
Total Expense	9,062	1,458	7,604	4,935	(9,139)	14,074
Net Income						

Budget vs. Actual by Department

For the Seven Month Period Ended January 31, 2017

	75 - Gas Tax Fund			TOTAL	
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget
Income					
Property Taxes					
402.000 - Secured Taxes	-			165,978	120,000
404.000 - Unsecured Taxes	-			17,274	6,750
403.000 - Supplemental Property Tax	-			-	1,250
402.002 - Unitary Taxes	-			4,961	4,500
422.000 - COPS Funding	-			58,334	58,333
426.000 - HOPTR	-			366	-
436.000 - Gas Tax 2103	3,569	7,000	(3,431)	3,569	7,000
431.000 - Gas Tax 2105	6,168	5,250	918	6,168	5,250
432.000 - Gas Tax 2106	6,384	5,250	1,134	6,384	5,250
433.000 - Gas Tax 2107	6,748	6,417	331	6,748	6,417
434.000 - Gas Tax 2107.5	2,000			2,000	-
Total Property Taxes	24,869	23,917	952	271,782	214,750
Other Tax Revenue					
406.000 - Sales Tax	-			206,687	233,915
408.000 - Transient Lodging Taxes	-			79,763	40,458
416.000 - Misc. County Taxes	-			123	-
415.000 - Special Assessment	-			11,386	-
419.000 - Other Doc. Transfer	-			6,507	3,500
428.000 - Vehicle License Fees	-			2,334	600
429.000 - Other Tax Revenue	-			6,469	-
Total Other Tax Revenue	-	-	-	313,269	278,473
Grant Funds					
437.000 - Library Grant	-			2,819	-
Total Grant Funds	-	-	-	2,819	2,819
Franchise Fees					
442.000 - Franchise Cable	-			3,151	4,450
448.000 - Refuse Franchise	-			14,922	15,165
Total Franchise Fees	-	-	-	18,073	19,615
Business & Misc. Lic. & Permits					
450.000 - Business Licenses	-			8,034	11,500
453.000 - Burn Permits	-			20	-
470.000 - Garage Sale Permits	-			60	50
472.000 - Animal Licenses	-			60	50
490.000 - Misc. Revenue	-			856	100
494.001 - Special Events	-			4,173	4,000
Business & Misc. Lic. & Permits - Other	-			90	-
Total Business & Misc. Lic. & Permits	-	-	-	13,293	15,700
Planning, Building, Eng. Permit					
458.001 - Green Fee	-			120	30
					90

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	75 - Gas Tax Fund			TOTAL		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
459.004 • Fire Sprinkler Permit	-			1,258	-	1,258
459.003 • Mechanical Permit	-			1,054	1,500	(446)
459.002 • Plumbing Permit	-			1,443	1,400	43
459.001 • Electrical Permit	-			1,761	2,500	(739)
454.003 • Design Review	-			650	500	150
454.002 • Appeal	-			500	-	500
451.000 • Building Permits	-			22,571	24,000	(1,429)
454.000 • Conditional Use Permit (CUP)	-			-	200	(200)
456.000 • PUD Use Permit	-			-	100	(100)
457.000 • Encroachment Permits	-			956	250	706
458.000 • Sign Permits	-			25	250	(225)
461.000 • Subdivision Fees	-			2,133	10,000	(7,867)
467.000 • Strong Motion Impact Fees	-			5,837	-	5,837
Total Planning, Building, Eng. Permit Chg. for Planning/Eng. Services	-			38,308	40,730	(2,422)
458.002 • SMIP Fee	-			324	-	324
490.001 • Misc. Revenue Planning	-			4,385	2,000	2,385
464.000 • Engineer Inspection Fee	-			1,253	1,000	253
462.000 • Engineer Plan Check Fees	-			3,594	3,250	344
463.000 • Building Inspection Fee	-			76,059	3,750	72,309
452.000 • Building Plan Check Fees	-			61,440	6,000	55,440
459.000 • Remib. - Proj/Dev. Costs	-			14,481	750	13,731
Total Chg. for Planning/Eng. Services	-			161,536	16,750	144,786
Charges for Misc. Services	-			-	400	(400)
496.002 • Administration Income	-			24	20	4
496.001 • Public Document Charge	-			824	525	299
496.000 • Library Copy Charges	-			848	945	(97)
Total Charges for Misc. Services	-			-	-	-
Utility Fees	-			-	-	-
483.000 • Utility Connection Fees	-			-	22,500	(22,500)
486.000 • Utility Fees Commercial	-			223,636	236,892	(13,256)
485.000 • Utility Fees Residential	-			712,614	640,500	72,114
485.001 • Septage Charges	-			-	-	-
493.000 • Water Meter Maint. Fees	-			8,615	933	7,682
Total Utility Fees	-			944,865	900,825	44,040
Impact Fees	-			186,656	34,908	151,748
Fines & Penalties	-			-	-	-
421.000 • Vehicle Code Parking	-			-	60	(60)
475.000 • Library Fines	-			568	434	134
476.000 • Code Enforcement Fines	-			39	-	39
Fines & Penalties - Other	-			56	-	56

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	75 - Gas Tax Fund				TOTAL	
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
Total Fines & Penalties	-			663	494	169
Miscellaneous Revenue						
497.000 · Other Financing Sources	-			263	-	263
484.000 · Interest and Penalties	-			6,269	37,917	(31,648)
480.002 · Permits	-			(475)	-	(475)
480.001 · Lease - American Tower	-			13,444	17,500	(4,056)
438.000 · Donations	-			1,074	13,000	(11,926)
480.000 · Rental Income	-			11,851	4,000	7,851
482.000 · Parks & Rec Revenue	-			100	-	100
480.003 · Reimbursed City expenses	-			336	7,000	(6,664)
Total Miscellaneous Revenue	-			32,862	79,417	(46,555)
Total Income	24,869	23,917	952	1,984,974	1,602,607	382,367
Expense						
Employee Salary, Wages, Benefit						
519.001 · Volunteer Stipend	-			-	200	(200)
502.000 · Salaries and Wages - FT	-			283,209	272,160	11,049
504.000 · Salaries and Wages - OT	-			1,346	2,978	(1,632)
508.000 · FICA	-			21,581	21,271	310
510.000 · Worker's Comp	-			20,556	26,375	(5,819)
512.000 · Unemployment	-			281	2,783	(2,502)
514.000 · Health Insurance	-			29,149	36,399	(7,250)
518.000 · 457k Retirement Contribution	-			5,875	5,710	165
519.000 · Elected Official Stipend	-			700	1,650	(950)
Total Employee Salary, Wages, Benefit	-			362,697	369,526	(6,829)
Other Personnel Expenses						
522.000 · Uniforms & Alterations	-			1,400	2,050	(650)
524.000 · Phys., Drug 7 Psych Testing	-			319	400	(81)
525.000 · Volunteer Firefighter Stipend	-			600	2,100	(1,500)
526.000 · Education and Training	-			2,713	4,025	(1,312)
528.000 · Travel/Per Diem/Car Allowance	-			925	2,740	(1,815)
Total Other Personnel Expenses	-			5,957	11,315	(5,358)
General and admin. expense						
647.000 · Youth Commission	-			-	-	-
645.000 · Summer Program	-			3,681	2,000	1,681
550.000 · Office Supplies	-			6,215	5,556	659
558.000 · Printing and Copies	-			1,297	7,407	(6,110)
548.000 · Advertising	-			3,120	859	2,261
562.000 · Food and Beverages	-			2,101	1,208	893
516.000 · Insurance - Liab/Bond/Auto/Prop	-			23,485	6,977	16,508
544.000 · Computer Software Service	-			1,507	4,033	(2,526)
545.000 · Computer Hardware Service	-			511	2,100	(1,589)

Budget vs. Actual by Department

For the Seven Month Period Ended January 31, 2017

	75 - Gas Tax Fund			TOTAL		
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
530.000 • Dues and Subscriptions	-			20,605	51,850	(31,245)
634.000 • Copier Services & Lease	-			4,355	2,008	2,347
657.001 • Filing Fees	-			-	-	-
638.000 • Bank Charges/PR Processing	-			7,751	1,708	6,043
551.000 • Postage and Freight	-			3,368	5,498	(2,130)
Total General and admin. expense	-			77,996	91,204	(13,208)
Contractual and Other Services						
600.000 • Operational Contracts	-			167,059	206,386	(39,327)
602.000 • Legal	-			23,504	28,009	(4,505)
604.000 • Engineering	-			3,671	16,150	(12,479)
604.001 • Reclamation Expense	-			-	250	(250)
608.000 • Accounting	-			22,646	20,417	2,229
609.000 • Building Inspection	-			93	500	(407)
610.000 • Audit	-			-	25,000	(25,000)
612.001 • Other Prof. Service - CMAP	-			820	1,400	(580)
612.002 • Security	-			3,282	1,072	2,210
612.006 • Web maintenance	-			350	729	(379)
614.000 • Law Enforcement	-			73,828	103,683	(29,855)
618.000 • County Communications	-			27,440	56,000	(28,560)
624.000 • Janitorial	-			2,487	3,408	(921)
626.000 • Landscape Services	-			6,754	9,114	(2,360)
632.000 • Building Equipment Rental	-			-	1,250	(1,250)
643.003 • SBCO Mgmt Fees	-			4,189	-	4,189
654.000 • Chemical Testing	-			132	-	132
659.000 • Election Expense	-			-	3,000	(3,000)
Total Contractual and Other Services	-			336,255	476,368	(140,113)
Utilities and Misc. Expenses						
650.000 • Agg. Base Material	-			2,958	-	2,958
640.001 • Communication Radios	-			104	-	104
639.000 • Merchant processing fees	-			-	933	(933)
640.000 • Telecomm	-			6,935	6,927	8
642.000 • Electricity	9,819			85,134	70,292	14,842
643.001 • Water	-			-	800	(800)
644.000 • Street Signal	314			314	-	314
646.000 • Street Lighting	-	9,333	(9,333)	34	9,333	(9,299)
656.000 • Licenses and Permits	-			5,649	12,622	(6,973)
658.000 • Property Taxes	-			176	-	176
Total Utilities and Misc. Expenses	10,133	9,333	800	101,304	100,907	397
Equipment and Parts						
649.02 • Agg. Based Material	-			-	7,000	(7,000)
712.000 • Materials	-			3,697	2,500	1,197

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	75 - Gas Tax Fund				TOTAL	
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
532.01 · Equipment Rental	-	-	-	-	250	(250)
701.000 · Small Tools	-	-	-	247	1,000	(753)
702.000 · Safety Gear & First Aid	-	-	-	255	-	255
554.000 · Gasoline & Diesel Fuel	-	-	-	3,891	10,049	(6,158)
552.000 · Chemical and Gasses	-	-	-	511	9,541	(9,030)
703.000 · Books and Periodicals	-	-	-	964	1,492	(528)
716.000 · Parts - City Rep. Vehicles	-	-	-	1,538	4,750	(3,212)
718.000 · Parts - City Rep. Equipment	-	-	-	2,615	11,017	(8,402)
720.000 · Parts - City Rep. Water	-	-	-	15,240	22,233	(6,993)
721.000 · Fire Equipment and Supplies	-	-	-	735	-	735
722.000 · Parts - City Rep. Sewer	-	-	-	285	5,833	(5,548)
724.000 · Parts - City Rep. Streets	-	10,000	(10,000)	1,431	10,000	(8,569)
726.000 · Parts - City Rep. Parks	-	-	-	2,695	2,950	(255)
Total Equipment and Parts	-	10,000	(10,000)	34,104	88,615	(54,511)
Maint. & Repair Services						
755.002 · Street Sign Maint. & Repair	-	1,250	(1,250)	418	1,250	(832)
751.001 · Maint. & Repair Wells	-	-	-	40	5,000	(4,960)
751.000 · Claims	-	-	-	-	500	(500)
752.000 · Vehicle Maint. - Outside	-	-	-	(129)	-	(129)
754.000 · Equipment Maint. - Outside	-	-	-	1,478	6,708	(5,230)
757.000 · Bldg Maint. - Inside	-	-	-	2,843	300	2,543
758.000 · Building Maint. Outside	-	-	-	3,800	2,250	1,550
760.000 · Grounds Maint. - Outside	-	-	-	399	1,700	(1,301)
762.000 · Streets Maint. & Paving	-	-	-	143	2,250	(2,107)
764.000 · Water Maintenance - Outside	-	-	-	489	1,750	(1,261)
766.000 · Sewer Maint. - Plant	-	-	-	11,809	5,000	6,809
Total Maint. & Repair Services	-	1,250	(1,250)	21,290	26,708	(5,418)
Capital Expenditures						
859.000 · Fines RWQCB	-	-	-	21,000	21,000	-
808.000 · Equipment	-	-	-	-	72,600	(72,600)
801.000 · Capital Purchases/Improvements	-	-	-	107,365	109,075	(1,710)
805.000 · Construction in Progress Reclass	-	-	-	-	1,050	(1,050)
812.000 · Depreciation	-	-	-	357,157	357,157	-
Total Capital Expenditures	-	-	-	485,522	560,882	(75,360)
Fund Transfer						
General Fund						
Transfer G&A Expenses	-	-	-	5,186	-	5,186
Gas Tax Fund	(5,186)	-	-	(5,186)	-	(5,186)
Total Transfer G&A Expenses	(5,186)	-	-	(5,186)	-	(5,186)
Total Fund Transfer	(5,186)	-	-	-	-	-
Debt Defrayment						

City of San Juan Bautista
Budget vs. Actual by Department
For the Seven Month Period Ended January 31, 2017

	75 - Gas Tax Fund				TOTAL	
	Jul '16 - Jan 17	Budget	\$ Over Budget	Jul '16 - Jan 17	Budget	\$ Over Budget
854,000 • Debt Service Principal Payment	-			31,960	40,726	(8,766)
858,000 • Interest						
855,000 • Amortization expense	-			33,600	-	33,600
858,000 • Interest - Other	-			250,189	247,166	3,023
Total 858,000 • Interest	-			283,789	247,166	36,623
Total Debt Defrayment	-			315,749	287,892	27,857
Total Expense	4,947	20,583	(15,636)	1,740,874	2,013,417	(272,543)
Net Income	19,922	3,334	16,588	244,100	(410,810)	654,910

City of San Juan Bautista

Warrant Listing

As of January 31, 2017

	Date	Num	Name	Amount
101.000 - Union Bank				
101.001 - Operating Acct. 1948				
	01/03/2017	210557	AFLAC	-126.07
	01/03/2017	210558	Association of California Water Agencies	-4,170.00
	01/03/2017	210559	at&t	-298.16
	01/03/2017	210560	CalPers 457 Plan	-1,193.19
	01/03/2017	210561	Charter Communications	-307.54
	01/03/2017	210562	Cooper Controls Inc.	-1,350.00
	01/03/2017	210563	Diana Serrano	-500.00
	01/03/2017	210564	First Alarm	-433.14
	01/03/2017	210565	Hollister Auto Parts, Inc.	-54.21
	01/03/2017	210566	Judy's Gifts & Awards	-247.25
	01/03/2017	210567	Mc Kinnon Lumber Co., Inc.	-173.27
	01/03/2017	210568	MH Engineering Co.	-847.50
	01/03/2017	210569	Mission Linen Service	-258.72
	01/03/2017	210570	Oscar Lostanau-	-700.00
	01/03/2017	210571	P G & E	-384.46
	01/03/2017	210572	Ponce's Climate Control Inc.	-1,062.12
	01/03/2017	210573	Ready Refresh	-290.75
	01/03/2017	210574	Roger Grimsley	-136.21
	01/03/2017	210575	San Benito County Auditors Office	-12.50
	01/03/2017	210576	Sentry Alarm System	-372.00
	01/03/2017	210577	Sprint	-111.28
	01/03/2017	210578	Staples	-1,068.41
	01/03/2017	210579	State Compensation Insurance Fund	-3,013.75
	01/03/2017	210580	Suleyma Perez	-700.00
	01/03/2017	210581	True Value Hardware	-36.75
	01/03/2017	210582	Valero Marketing & Supply	-486.79
	01/17/2017	210584	at&t	-69.89
	01/17/2017	210585	AVAYA	-211.45
	01/17/2017	210586	Blue Ribbon Carpets	-1,106.00
	01/17/2017	210587	Bracewell Engineering, Inc.	-9,795.00
	01/17/2017	210588	Charter Communications	-119.97
	01/17/2017	210589	Connie Schobert	-100.00
	01/17/2017	210590	Del Curto Bros Construction Co Inc	-6,500.00
	01/17/2017	210591	Department of Conservation	-99.43
	01/17/2017	210592	Diane Hanania.	-220.74
	01/17/2017	210593	Gabilan Welding Inc.	-103.62
	01/17/2017	210594	Granite Rock	-335.23
	01/17/2017	210595	HDS White Cap Const. Supply	-172.44
	01/17/2017	210596	Home Depot Credit Services	-255.72
	01/17/2017	210597	Judy's Gifts & Awards	-91.17
	01/17/2017	210598	League of California Cities	-1,219.00
	01/17/2017	210599	Matthew Orbach.	-10.85
	01/17/2017	210600	MH Engineering Co.	-447.50

**City of San Juan Bautista
Warrant Listing**

As of January 31, 2017

Date	Num	Name	Amount
01/17/2017	210601	P G & E	-9,660.93
01/17/2017	210602	Patricia Paetz	-300.00
01/17/2017	210603	Pinnacle Healthcare Hollister	-94.00
01/17/2017	210604	Ponce's Climate Control Inc.	-4,442.82
01/17/2017	210605	Rx-Tek	-348.00
01/17/2017	210606	San Benito County Administrative Office	-3,304.00
01/17/2017	210607	Sentry Alarm System	-216.50
01/17/2017	210608	Sprint	-111.14
01/17/2017	210609	State Compensation Insurance Fund	-3,013.75
01/17/2017	210610	The Mercury News	-83.20
01/17/2017	210611	U.S. Postmaster	-800.00
01/17/2017	210612	United Site Services of California, Inc.	-160.21
01/17/2017	210613	US Bank	-2,983.71
01/17/2017	210614	Wendy L. Cumming, CPA	-2,025.00
01/17/2017	210615	Xerox	-411.80
01/24/2017	210616	Valero Marketing & Supply	-499.61
01/24/2017	210616	Emergency Vehicle Specialists	-734.50
01/30/2017	210617	AFLAC	0.00
01/30/2017	210618	Del Curto Bros Construction Co Inc	-12,500.00
01/30/2017	210619	Department of Transportation	-363.51
01/30/2017	210620	Division of the State Architect	-57.60
01/30/2017	210621	Dynamic Forms	-589.45
01/30/2017	210622	Earthquake Sales	-8,630.00
01/30/2017	210623	FedEx	-74.21
01/30/2017	210624	Granite Rock	-905.62
01/30/2017	210625	Hollister Auto Parts, Inc.	0.00
01/30/2017	210626	Hollister Paint Company	-541.69
01/30/2017	210627	Home Depot Credit Services	-1,166.92
01/30/2017	210628	John Freeman	-208.92
01/30/2017	210629	Joshua Padron	-700.00
01/30/2017	210630	KS State Bank	-5,818.30
01/30/2017	210631	League of California Cities	-150.00
01/30/2017	210632	M. Elena Gonzalez	-700.00
01/30/2017	210633	MuniBilling	-360.00
01/30/2017	210634	P G & E	-456.96
01/30/2017	210635	Patricia Paetz	-64.72
01/30/2017	210636	Ready Refresh	-372.42
01/30/2017	210637	Saira Guzman-	-700.00
01/30/2017	210638	San Benito County Assessor	-60.00
01/30/2017	210639	San Benito County Communications Div.	-27,440.88
01/30/2017	210640	San Benito Glass	-1,354.35
01/30/2017	210641	Smith & Enright Landscaping	-1,052.00
01/30/2017	210642	Uline	-371.91
01/30/2017	210643	United Site Services of California, Inc.	-168.33
01/30/2017	210644	Wellington Law Offices	-13,220.00

City of San Juan Bautista**Warrant Listing****As of January 31, 2017**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
01/30/2017	210645	AFLAC	-304.82
01/30/2017	210646	Alliant Insurance Services	-692.00
01/30/2017	210647	at&t	-291.43
01/30/2017	210648	AVAYA	-210.98
01/30/2017	210649	Charter Communications	-274.52
01/30/2017	210650	Staples	-440.31
Total 101.001 - Operating Acct. 1948			<u>-148,623.10</u>
Total 101.000 - Union Bank			<u>-148,623.10</u>
TOTAL			<u><u>-148,623.10</u></u>

Level 1 Private Security Report, City of San Juan Bautista.

Report dates: 01-01-2017 to 02-12-2017

Report Pre-paired by: JT Tomlinson & Andrew Morgan

Date: 02-01-2017

01-01-2017

0030-(1) suspicious vehicle, white Subaru [REDACTED] was observed doing doughnuts/driving reckless in the gravel parking lot of the park, across from 107 Alameda. The driver then parked in the park parking lot and was seen stumbling into the men's restroom of the park. At approx: 0045 the driver exited the restroom and was observed stumbling back to his vehicle and entering the driver's seat. The driver then observed security and slowly drove out of the parking lot and exited the city towards Hollister. No further activity taken.

0100-(2) suspicious vehicles, brown Chevy Cheyenne, [REDACTED] silver Dodge Van, [REDACTED] [REDACTED] observed parked in the Union bank parking lot un-occupied. No further activity taken.

0200- Observed a male subject dressed in all black, walking through JJ burgers. I followed the subject at a safe distance but no suspicious activity was seen. No further activity taken

01-03-2017

2215-(1) suspicious vehicle, silver Ford Taurus, [REDACTED] parked at the edge of the windmill parking lot near the rear of the post office. No one was observed around the vehicle. No further activity taken.

2230-(1) suspicious vehicle, white Honda, [REDACTED] parked in the Neil's market parking lot un-occupied. No further activity to report.

0042-(1) suspicious vehicle, silver Honda SUV, no CALC-plate observed, parked at the rear of the VFW. I observed (2) two persons in the vehicle as I drove up to it. As I attempted to make contact the vehicle started and left at a high rate of speed toward highway 156 south. I checked the VFW for vandalism and observed non at this time of patrol.

0200- Observed a white male in a beige jacket, off white hood, and blue jeans walking around the post office and windmill market. When the subject observed the security patrol car, he walked off down pass Vertigo and ran down Washington. No further activity reported.

01-05-2017

2240- (1) suspicious vehicle, black Ford Focus [REDACTED] Parked in the San Juan Elementary school bus parking lot. As I, spotlighted the vehicle and got closer to it, I observed (2) females both in the front seats of the vehicle sleeping. I contacted the (2) females and advised them to move along and gave them another location out-side the City to rest. No further action taken.

01-06-2017

2230- (1) suspicious vehicle, white Dodge Ram [REDACTED] Parked in the San Juan Elementary school main parking lot. I spotlighted the vehicle and observed the vehicle to empty of all passengers. No further action taken.

01-07-2017

2300- (1) suspicious vehicle, red Mazda Tribute CALC-plate: no plates, Parked at the El Teatro Capsino property. I spotlighted the vehicle and observed the vehicle to empty of all passengers. No further action taken.

0000- (1) suspicious vehicle, rd Subaru Legacy CALA-no-plates, parked on the wrong way facing oncoming traffic on San Antonio St. I spotlighted the vehicle and observed the vehicle to empty of all passengers. No further action taken.

01-08-2017

2200- Began my shift and observed heavy rain and wind. No flooding at this time.

0000- Conducted routine patrol of San Juan Elementary school. No lights on at the school at this time of patrol. I conducted a foot patrol of the fence and gates looking for suspicious activity. No further action taken.

01-09-2017

2300- (2) suspicious vehicles, brown green Ford Truck, [REDACTED] grey Nissan [REDACTED] [REDACTED] Parked in the San Juan Elementary school main parking lot. I spotlighted the vehicles and observed the vehicle to empty of all passengers. No further action taken.

2320- Heavy rain and wind. lots of debris on road way.

01-10-2017

2200- Patrol of San Juan. Observed flooding on Washington Street, and San Juan/Anzar road,

2300- Observed debris on 2nd and also Washington. Several branches from trees in the road way, I got out and moved them to not obstruct traffic.

0000- (1) suspicious vehicle, white Ford Explorer CALC-plate: no-plate, Parked behind the Windmill market. I drove up to the vehicle and observed (3) three male subjects inside the vehicle. As I was driving closer the Explorer engine turned on and headlights activated. I then attempted to get the license plate but the vehicle drove away to fast and left the area towards Hollister on HWY 152. No further action taken.

01-13-2017

2350- (3) Suspicious vehicles, green Ford Ranger CALC-plate: no-plate. Red Dodge Ram CALC-plate: no-plate, blue Dodge Neon CALC-plate: no-plate. All (3) vehicles parked at the VFW hall. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further action taken.

0045-(2) Suspicious vehicles parked the shopping center of Windmill Market. I spotlighted the vehicles and observed the vehicle to empty of all passengers. No further action taken.

01-14-2017

0430- (1) Person found walking on the side walk near Mom & Pops bar. I patrolled next to the male subject and observed a dog walking along side of the subject. No further action taken.

0535- (2) Vehicles observed driving extremely fast on the Alameda toward 156. No clear vehicle description could be given at this time of report. No further action taken.

01-15-2017

0100-(1) Suspicious vehicle a ski boat parked near Donner st. The boat has been logged and documented several time. No further action taken.

0000- Contacted by SBCSO-who flagged me down at San Juan Elementary. I spoke to him briefly and began vehicle patrol. No further action taken.

01-16-2017

0100- (1) Suspicious person and activity. While on routine vehicle patrol of the Alameda, I heard yelling coming from the corner of Washington and Alameda. I stop my vehicle and rolled down my window. I heard the yelling again and could make out a females voice. The female yelled again "What are you looking at". I attempted to locate the female yelling to give the SBCSO a call and location. I could not locate the female during my foot and vehicle patrol of the area. As I was leaving the area I observed to SBCSO units in the area of Windmill market and San Juan Elementary. Subject not located. No further action taken.

01-17-2017

0110-(1) Fire and EMS observed at a home located on Donner St. No contact was made by. No further action taken.

0550-(1) Suspicious vehicle black Sedan CALC-plate: no-plate, Parked at San Juan Elementary. As I drove near the vehicle I observed the vehicle to be occupied. I observed the driver start the vehicle and drive away towards the Alameda then to 156 to Hollister. No further action taken.

01-18-2017

2230-(1) Suspicious activity, during routine patrol on Monterey St., I observed the lights on at Harvey's Lockup were observed to be left on. A visual foot/vehicle patrol was conducted, no signs of vandalism or activity. No further action taken.

2240-(1) suspicious vehicle, Beige Chevy Colorado [REDACTED] parked in the parking lot at Windmill market. I observed the vehicle to be un-occupied. A check of the area was conducted. No further action taken.

2255-(1) Suspicious activity, during routine patrol of Jefferson St, I observed the lights on in the Public Works Office. A visual and physical foot patrol was conducted; doors were physically checked and found locked. No person located in or around the building. No further action taken.

2300-(1) Suspicious activity, during routine patrol past Neil's Market, I observed a full size dryer in the center of the parking lot. A visual and physical foot patrol was conducted of the store parking lot. No vehicles or persons located. No further action taken.

2315-(3) Suspicious vehicles, silver Ford van [REDACTED] brown Chevy Cheyenne [REDACTED] [REDACTED] White Ford F-150 [REDACTED] parked in the Union Bank parking lot. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further Action taken.

2330-(1) Suspicious vehicle, white Toyota Prius [REDACTED] parked in front of Mom and Pop's Saloon. Upon driving closer to the vehicle I, observed a female in the driver's seat. No contact was made with the driver. No further action taken.

0025-(1) Suspicious vehicle, beige Chevy Silverado CALC-plate: no-plate was observed parked across the street from the Valero Gas Station on Muckelemei st. I observed (1) one male in the driver's seat. The engine was running and the lights off. I attempted to pull safely behind the vehicle to log the Lic-plate. The vehicle left in a high rate of speed toward down town. I did not follow the vehicle do to un-safe driving. No further action taken.

0100- (1) Suspicious vehicle, white Ford Ranger [REDACTED] was observed driving around 6th and 7th street. I followed the vehicle at a safe distance as he drove down 4th street. I followed him through Monterey St. and Muckelemi St. As I got closer to the vehicle the male driver suddenly turned into the Town homes (MISSION GARDEN). I then passed and parked on the side of the road waiting for the vehicle to come out. After approx. 7-minutes, the same vehicle came out and I continued to follow at a safe distance toward the Valero Station. He tried turning right at the stop sign onto Monterey St. but when he noticed he was being followed he continued straight onto 156. No further action taken

0235- (1) Suspicious vehicle, silver Jeep [REDACTED] parked across the street from Harvey's Lockup. I observed the vehicle to be occupied by a female with pink hair in the driver's seat. No contact made. No further action taken.

0255- (1) Suspicious vehicle, beige Chevy Silverado [REDACTED] leaving Neil's Market parking lot. This vehicle was observed and logged in today's report by security previously across the street from the Valero Gas Station at 0025.

01-19-2017

2230- (3) Suspicious vehicles, silver Ford van [REDACTED] brown Chevy Cheyenne [REDACTED] [REDACTED], White Ford F-150 [REDACTED], parked in the Union Bank parking lot. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further Action taken.

2320- (3) Suspicious vehicles and activity, white Chevy Silverado [REDACTED] grey Chevy SUV [REDACTED] white Dodge Wagon [REDACTED] double parked/blocking the drive way entrance of the apartment complex on 3rd and Monterey. During a routine vehicle patrol of 3rd street, I observed a white Chevy Silverado [REDACTED] double parked/blocking the entrance to the apartment complex on 3rd street. I observed (1) Hispanic male adult in front of a unknown number of apartment door in the apartment complex. I observed a second Hispanic male subject moving things on the inside of a grey SUV. I drove past and parked on the side of the road. I began visual surveillance of the area and their activity. After approximately (5) five minutes, (3) three vehicles left the area, the Chevy Silverado, Chevy SUV, and Dodge Wagon previously stated in this report. I followed all (3) vehicles at a safe distance and observed them getting onto highway 156 toward Hollister. No further action taken.

2340 - (1) Suspicious vehicle, grey VW Jetta CALC-plate: No Plate, parked on the street next to Union bank with a male subject in the driver's seat. I patrolled past the vehicle and observed the male subject to be on the phone. No further action taken.

01-20-2017

2335-(1) Fire and EMS observed at a home located on 6th and Washington. No contact was made by. No further action taken.

01-23-2017

0435- (2) Large dogs observed running through the road and residential areas near the 500 block of Lausen dr. No further action taken.

01-24-2017

0030-(2) Suspicious vehicles, silver Ford van [REDACTED] brown Chevy Cheyenne [REDACTED] [REDACTED] parked in the Union Bank parking lot. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further Action taken.

0200- Off-duty for in house training. Approved by City Manager-Roger Grimsley

0600- Received call from Joe Guevara with San Juan Public works. Joe advised that (3) San Juan Business was burglarized during the night. I contacted the San Juan Patrol Officer on duty and asked him if he had seen any suspicious activity.

0800- I contacted City Manager-Roger Grimsley in person at the San Juan Bautista City Office. After a short meeting, I left and went to all (3) San Juan Business that were burglarized. I gave each owner my Business card and contact information. I advised each owner that the security schedule fluctuate on the needs of the city. I also re-ushered each owner and the community that level 1 Private Security was here for them and I apologized. No further activity to report.

1030- I contacted SBCSO and advised of the Incident.

01-25-2017

2218- (1) Suspicious vehicle, white Chevy Van [REDACTED], parked in the gravel parking lot across from 107 Alameda. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further Action taken.

2225- (1) Suspicious vehicle, black Honda hatchback with red doors [REDACTED], parked in the parking lot of JJ'S burgers. I observed (1) male adult standing outside the driver door smoking a cigarette and talking on the phone. No contact was made. No further action taken.

2235- (1) Suspicious vehicle, white cargo truck [REDACTED] parked in the gravel parking lot of the VFW. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further activity to report.

2250- (1) Suspicious vehicle, white lifted Chevy truck [REDACTED] parked on the north side of 4th street with engine running and running lights on. I pulled to the side of the road and conducted surveillance for approx. 20 mins. At approx. 0100 the vehicle left the area. Driver of the vehicle was a white male. No further action taken.

2339- (1) Suspicious vehicle, silver Chevy Equinox [REDACTED] parked in the Windmill parking lot. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further Action taken.

0000- (1) Suspicious person and activity, while on routine patrol of 2nd street and the park a Hispanic Male wearing a stripped red shirt, black ball cap, white shoes, and blue jeans. The male subject walked down 2nd street and left the area. I checked the park and 2nd street. No further activity to report.

0115- (1) Suspicious vehicle, black Honda hatchback with red doors [REDACTED] parked on the shoulder of Muckelemy street between the Valero gas station and Mission Garden apartments. The Vehicle was logged earlier in this report. At approx. 0150 the vehicle was observed leaving the area towards 156. No further action taken.

01-26-2017

2208- Patrolling through downtown on 3rd street, I noticed (1) a silver Nissan van [REDACTED] parked in the parking lot of the Thrift Store, no persons inside or around the area.

2213- A patrol conducted at windmill, all businesses appeared to be secure, I observed (1) blue/silver GMC truck [REDACTED] parked in the center of the parking lot, no persons inside the vehicle or around the area. This vehicle was no longer on the property at 0021 and all buildings seemed secure.

2215- Patrolling down 3rd street, I observed (2) vehicles parked near JJ Burgers, a blue Lexus [REDACTED] and a red/gray Honda hatchback [REDACTED]. The vehicles were gone when I patrolled at 2258.

2219- On a patrol on Franklin St. I noticed (1) a silver Nissan Versa parked next to Dona Esther's Restaurant, [REDACTED] with (1) one female occupant.

2300- While patrolling down 3rd street towards downtown I observed (1) a brown and white sleeper van enters the city of San Juan Bautista, I drove up Franklin St. and onto 2nd St. The van followed from a distance, I drove up to 1st street to check the area, no persons and no activity. I noticed (1) a silver Grand AM [REDACTED] parked across the street from the Public Works building, the vehicle was running, unable to tell if occupied. Before I could check it, the van pulled up behind the Grand AM. A female exited the van and was talking to someone inside the Grand AM. I observed for a few moments and continued patrolling the city.

2320- (1) One Hispanic male seen collecting recycling from trash cans, driving a red Dodge truck [REDACTED]
[REDACTED]

2337- (1) White Chevy truck with My Chevy plates driving suspiciously down 3rd street. I went to check the school, and no persons were visible on the property, I drove towards downtown and noticed the white Chevy truck with My Chevy plates on Franklin St. and turned left onto 2nd St. I followed from a distance and seen the truck make a left down Muckelemi St. I believe the driver noticed me following because he turned left onto 4th St. and pulled over at the baseball field. I continued straight and the Chevy truck continued down 4th and I continued to follow, the truck then got onto HWY 156 and headed toward Hollister.

0024- As I was leaving windmill I observed (1) the brown and white van [REDACTED] leaving the city, I went to the location the van and Grand AM [REDACTED] met at, and the Grand AM was not there, no persons present at this time.

0044- As I patrolled around Valero I observed (1) a silver Toyota Solera [REDACTED] parked on the road on Muckelemi St. the engine was running, I could not tell who was inside the vehicle.

0515- (1) One dark blue Nissan Maxima [REDACTED] was seen driving slow down 4th St. by the Posada de San Juan. Multiple vehicles speeding on 2nd, 3rd and 4th street.

01-27-2017

0010- (2) Suspicious vehicle, (2) ski boats un-hitched and un-occupied parked on the shoulder of Dobbin street. No further activity to report.

01-28-2017

0430- (2) Suspicious vehicle, (2) ski boats un-hitched and un-occupied parked on the shoulder of Dobbin street. No further activity to report.

01-30-2017

0500- (1) Suspicious vehicle, Semi dump-truck was observed driving down town on 3rd street. I attempted to get the license plate and the company name but was unable. No further action taken.

0520- (1) Suspicious vehicle and activity, white Honda Accord [REDACTED], parked in the Windmill parking lot. I observed persons working on the vehicle. No contact was made. No further action taken.

01-31-2017

2200- (1) Suspicious vehicle and activity, blue Kia [REDACTED] parked at the cemetery. I observed a male and female in the front seat of the vehicle. Contact was made with the persons in the vehicle. Persons in the vehicle said they were talking. No further action taken.

2330- (1) Suspicious vehicle, grey Toyota sedan [REDACTED], driving very slowly around the Valero gas station. As I got closer to the vehicle, the driver observed my patrol car and took off at a high rate of speed. I observed the vehicle leave out of town towards 156 south. No further action taken.

2300- (3) Suspicious vehicles, silver Ford van [REDACTED] brown Chevy Cheyenne [REDACTED] [REDACTED] White Ford F-150 [REDACTED], parked in the Union Bank parking lot. I spotlighted the vehicles and observed the vehicles to be empty of all passengers. No further Action taken.

0000- (2) Suspicious vehicles, red Nissan [REDACTED] grey Toyota [REDACTED] parked in the Windmill parking lot. I observed a male and female in the front seats of the red Nissan. No contact was made at this time. No further action taken.

0100- Security Check, Observed several (CATS) in the wishing well laundry mat while performing a building and door check on foot. I observed over (7) CATS inside the facility. I also observed several windows to the building to be missing and broken. From my observation the windows look to have been broken for several days. No further action taken.

2-1-2017

0011- Late model silver Chevrolet 4-door, crossover-type vehicle [REDACTED] was seen parked in front of The Pizza Factory and occupied by a female subject. At 0050 hours, it was seen parked on 3rd Street at Mariposa Street and later at 0115 hours in front of The Pizza Factory again, occupied both times.

0050- Late model black Mazda 4-door [REDACTED] found in the Windmill parking lot occupied by a male subject.

0132- Late 90s/ early 00s white Dodge or Ford minivan [REDACTED] with a male driver seen circling Harvey's Lockup. I parked and watched as the driver exited the vehicle on the Monterey Street side and appeared to attempt to open one of the large sliding doors. He left the area going west on 1st Street. No signs of forced entry found.

0530- I parked at the 3-way stop on Ahwahnee Street at 1st Street after seeing several vehicles run the stop sign without even slowing. Vehicles became aware of my presence and began coming to complete stops.

2-2-2017

2315- (2) suspicious vehicles, brown Chevy Cheyenne, [REDACTED] silver Dodge Van, [REDACTED] [REDACTED] observed parked in the Union bank parking lot un-occupied. No further activity taken.

0010- Enterprise rental truck parked unoccupied at the VFW

2-3-2017

2230- Unoccupied white Toyota Camry [REDACTED] parked in the gravel lot located on The Alameda and Pearce Street

0130- (2) suspicious vehicles, brown Chevy Cheyenne, [REDACTED] silver Dodge Van, [REDACTED] [REDACTED] observed parked in the Union bank parking lot un-occupied. No further activity taken.

2-4-2017

2347- There were two Hispanic females sitting on the bench on 3rd Street at Washington Street across from Mom and Pops saloon drinking from glass beer bottles. The first subject was about 35 years old, heavy set, with dark hair, and wearing a red shirt. The second subject was about 35 years old, heavy set with dark hair in a tight pony tail, and wearing a white shirt. She was a gang member type. I did not see an associated vehicle. I drove by twice and looked directly at them as they made no attempt to change their behavior.

0100- I saw a Hispanic male cross 3rd Street from Mom and Pops Saloon and get into a gold Chevy Malibu [REDACTED] parked across the street. He was in his 20s and wearing a black hat, black hooded sweatshirt and blue jeans. He was drinking from a styrofoam cup and showed objective signs of being intoxicated. The vehicle had three occupants who used it as a hang out for drinking for at least an hour. Later, I saw the vehicle leaving the area driven by a female.

0144- I saw a male subject in a late 90s green Ford Explorer [REDACTED] parked on Mariposa Street at 3rd Street. He was leaning out of the driver's side door and appeared to be getting sick. I passed by later and he was sleeping in the car with it running.

0150- I parked on 3rd Street at Mariposa Street and supervised Daisy's Saloon and Mom and Pops Saloon shutting down. I did not observe any incidents.

0220- a black Chrysler 300 [REDACTED] was driving aimlessly on 3rd Street and Washington Street. The vehicle made several odd driving maneuvers such as wide U-turns and multiple point turns that were unnecessary. The vehicle left the area going west on Washington Street.

0250- I saw a Hispanic male in his 40s walking south on 1st Street at Ahwahnee Street. He was underdressed considering the weather and walking very slowly with his head down coming from the fields area north of the city. I made a U-turn to watch him, but was unable to find him again.

0455 -I checked the rear of El Teatro Campesino on 4th Street at Tualami Street. One of the shipping crates' doors were wide open. It is unclear if this was oversight or if someone had tampered with it.

0500- I conducted business checks on all businesses on 3rd Street between Pearce Street and Muckelemi Street. [REDACTED]

0610- I saw Jardines De San Juan had employees. I contacted Gabriel [REDACTED] and explained the service Level 1 Private Security provides to the city.

2-5-2017

2200- There was a white Coachman Freeland [REDACTED] parked in the gravel lot located on 3rd Street at Pearce Street.

2334- a red Chevrolet 2-door [REDACTED] occupied by a female, was parked backed into one of the parking spaces adjacent to USPC vehicle on the 4th Street side of the Post Office. I later made a pass through the lot and found an empty beer bottle where the vehicle was parked.

0030- I conducted business checks for all the businesses in the Windmill parking lot. The front of all the businesses were secure. [REDACTED]

[REDACTED] businesses, I found a door to Hollister Super Inc. / Alameda Plaza Associated, Unit G, propped open (see photographs on my body worn camera). Nothing appeared out of place from the doorway. I removed the object and secured the business. [REDACTED]

0215- I conducted business checks on 3rd Street between Pearce Street and Muckelemi Street. [REDACTED]

0530- I parked on Ahwahnee Street at 1st Street and monitored the 3-way stop.

0610- I parked in the gravel parking lot at The Alameda and Pearce Street and monitored the 3-way stop.

2-6-2017

2335- a white Ford Thunderbird [REDACTED] was unoccupied and parked in the parking lot for Neil's Market. Nothing suspicious observed at the business.

0015- Security Officer Tomlinson and I conducted business checks on 3rd Street between Muckelemi Street and Pearce Street. While patrolling, we contacted two residents and explained the service Level 1 Private Security provides to the city. [REDACTED] At approximately 0045 hours, we found an unlocked door at the unit across from Green Dream, 410 3rd Street. The unit appeared vacant. Nothing suspicious seen. The door at Gateway Properties that was unlocked the previous two evenings was now locked. At approximately 0100 hours, one of the inside doors at Pueblo Viejo was unlocked. Nothing suspicious seen. [REDACTED]

0145- I checked the businesses for the Windmill lot. [REDACTED]

[REDACTED] Nothing suspicious seen.

0230- I checked the public restrooms located on 3rd Street at Pearce Street. There was a strong smell of burnt marijuana inside.

0345- I was in the gravel lot on 3rd Street at Pearce Street. I smelled the odor of burnt marijuana and checked the area, but did not find anyone.

0530- I monitored the 3-way stop at 1st Street and Ahwahnee Street.

0600- I monitored the 3-way stop at The Alameda and Pearce Street.

2-7-2017

2230- There was an unoccupied Valley Transportation semi-truck parked in the VFW parking lot.

0015- There was a german shepard running around by itself in the area of Franklin Street and 2nd Street.

0250- [REDACTED] While conducting business checks on 3rd Street, I found the front door to Bear Flag Gallery unlocked. There were no signs of forced entry. I contacted Joe at Public Works who directed me to Margo. I called her, but she did not answer. I left a voicemail for her. She later contacted me and advised someone would come lock the business. At approximately 0355 hours, I found an unlocked door at the Peppertree Corner (see photographs). There were no signs of forced entry. [REDACTED]

2-8-2017

2225- I found an open gate at San Juan School (see photographs). Nothing suspicious seen.

2325- A white Ford Thunderbird [REDACTED] was found in Neil's Market parking lot. Nothing suspicious seen.

0130- [REDACTED]
[REDACTED]

0220- While checking El Teatro Campesino, there was a black Chevrolet Trailblazer [REDACTED] and a silver Ford Focus [REDACTED] found at the business. Photographs were taken.

2-9-2017

2245- Security Officer Tomlinson and I contacted two subjects who were seated and talking inside the Post Office. They did not need any assistance.

2250- Security Officer Tomlinson and I contacted two female subjects in a red vehicle in the Windmill lot. They were having car trouble, but did not need assistance.

2255- A silver Chevrolet [REDACTED] parked and running on Church Street at the cemetery occupied by a male. It was later found unoccupied and parked across the street.

2305- A grey Chevrolet or Ford 4-door [REDACTED] was occupied and parked by the Valero gas station. It moved about 30 minutes later.

2315- A suspicious subject was seen sitting in a chair in front of the south facing entrance to the library. He was a white male about 45 years old. He was wearing a dark baseball cap, sweatshirt and shorts. He noticed I saw him and soon left westbound on Monterey Street. Nothing suspicious seen at location.

2330- A suspicious subject was seen walking on Pearce Street at 3rd Street. He was a Hispanic male about 35 years old. He was wearing a white shirt, black sweats and no shoes. Nothing else suspicious seen.

0015- I contacted residents in the area of Mariposa Street and 4th Street to introduce myself and explain the service Level 1 Private Security provides to the city.

0230- Security Officer Tomlinson and I conducted business checks on 3rd Street between Pearce Street and Muckelemei Street. [REDACTED]
[REDACTED]

0600- I parked at the 3-way stop at 3rd Street and Pearce Street to discourage stop sign violations.

0630- I parked at the 3-way stop at 1st Street and Ahwahnee Street to discourage stop sign violations.

2-10-2017

2200- While conducting my initial sweep of the business district, I noticed about ten biker club members and motorcycles in the area of Mom and Pops Saloon and Daisy's Saloon.

2230- An unoccupied silver Honda civic [REDACTED] was parked in the west lot at San Juan School.

0130- I stood by on 3rd Street and supervised the bars clearing out.

0243- I checked the Valero gas station and noticed suspicious palm and fingerprints on the front window (see photographs). Nothing else suspicious observed.

0345- I conducted business checks for businesses in the Windmill lot. All businesses were secure, but there were two vehicles in the lot that had been there all night. The first was a gold Toyota Tundra

[REDACTED] This was suspicious because it was a regular passenger plate and not a commercial plate. The other was a grey Toyota prius [REDACTED] (see photographs).

0400- I conducted business checks on the businesses located on 3rd Street between Pearce Street and Muckelemi Street. [REDACTED]
[REDACTED]

0600- I parked on 3rd Street at Pearce Street to discourage stop sign violations.

0630- I parked on 1st Street at Ahwahnee Street to discourage stop sign violations.

0650- I was flagged down at 1st Street and Ahwahnee Street regarding at least one auto burglary that occurred at Mission Garden Apartments overnight. The resident said the apartments have surveillance cameras.

2-11-2017

2200- During my initial sweep of the city, I noticed at least two biker club members in the Windmill parking lot. The associated vehicle was a grey Honda Odyssey along the two motorcycles.

2215- An unoccupied purple Chrysler PT Cruiser [REDACTED] was parked in the gravel lot at The Alameda and Pearce Street. There was an empty beer can and bottle outside of the vehicle.

2235- An unoccupied orange and white Ford pickup [REDACTED] was parked in the VFW lot. Nothing suspicious seen.

2245- [REDACTED] Nothing else suspicious seen.

0130- A black Acura MDX [REDACTED] was parked on Washington Street at 3rd Street. I saw multiple biker club members going back and forth to it between Mom and Pops Saloon.

0230- Security Officer Tomlinson found a Honda SUV-type vehicle driving slowly in the Windmill lot. He drove into the lot to investigate and the vehicle took off northbound on The Alameda and down 3rd Street. He attempted to catch up to the vehicle, obeying all traffic laws. The vehicle went west on Monterey Street and then south on 4th Street violation several traffic laws to evade Security Officer Tomlinson. The vehicle eventually proceeded east on highway 156.

0250- Security Officer Tomlinson and I were conducting close patrol in the downtown area when I heard an alarm at San Juan School. I contacted Netcom and advised them. They had gotten a call from the alarm company saying it was a fire alarm. The fire department arrived and eventually determined it was a false alarm. Part of the event was covered on my body worn camera.

0600-0700- I parked at various stop signs on the main thoroughfares to deter stop sign violations.



HOLLISTER FIRE DEPARTMENT

Item #4E
City Council Meeting
February 21, 2017

Fire Station 1 110 Fifth Street • Hollister, CA 95023-3926
Headquarters (831) 636-4325 • Fax (831) 636-4329

Fire Chiefs Report

February 2nd, 2017

The Hollister Fire Department responded to 351 calls for service from January 1st, 2016
Thru February 1st 2017

Breakdown by Station:

- District 1 – 130
 - Fires – 2
 - Vehicle Accidents – 8
 - EMS - 78
 - Other - 42 (to include: Public Assist, Alarm, Gas Leak, HAZMAT, etc.)
- District 2 – 125
 - Fires - 0
 - Vehicle Accidents – 6
 - EMS – 79
 - Other - 40 (to include: Public Assist, Alarm, Gas Leak, HAZMAT, etc.)
- District 3 – 58
 - Fires - 3
 - Vehicle Accidents – 10
 - EMS – 28
 - Other - 17 (to include: Public Assist, Alarm, Gas Leak, HAZMAT, etc.)
- District 4 – 38
 - Fires - 3
 - Vehicle Accidents – 9
 - EMS – 13
 - Other – 13 (to include: Public Assist, Alarm, Gas Leak, HAZMAT, etc.)

Fire Station 2
1000 Union Road
Hollister, CA 95023
(831) 636-4141

Fire Station 3

Fire Station 4
24 Polk Street
San Juan Bautista, CA 95045
(831) 623-4513



HOLLISTER FIRE DEPARTMENT

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HFD Apparatus Report

2/2/17

City of Hollister

E-11- In Service-Engine still smokes due to internal engine wear.

E-13-In Service- Front brakes and AC repaired.

R-61- In Service – Minor electrical issues.

T-71- In Service –Fire Pump transmission seals are bad, water is in pump transmission and leaking everywhere. Will not pass Pump capacity test (" Electrical Issues, Transmission problems, Waterway seals leak, Engine oil leaks, and needs annual service.) Repairs scheduled to begin on 2/3/17.

S-65- In Service -Power take off unit repaired and electrical issues resolved.

P-53- In Service – Located at PVS

New Grant Water Tender- Not in service yet due to equipment and warranty work.

Type 1 Spec committee completed Specs for new Type 1s and type 6 specs are in progress.

San Benito County

E-12- In Service- Needs exhaust leak repaired.

E-32 -In Service- Preventative maintenance scheduled for post Lovers Lane incidents.

E-24- In service (Reserve) –High Mileage and Hours, with electrical issues.

WT-52- In Service – New transmission leak.

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San Juan Bautista

E-14 – In Service- Has Engine oil leak, leaking discharge valves, and exhaust brake is inoperative.

R-64- Out of service- No firefighting capabilities, no use to HFD.

E-17- Out of Service – Charging system failure, needs 2 discharges overhauled, Pressure Relief Valve Non op, 26 years old, Lots of electrical problems, Engine dies when shifted into pump, excessive play in steering components.

Strength Management:

- 4 Chief Officers
- 9 Fire Captains
- 9 Fire Engineers,
- 15 Firefighters
- 3 Temporary Firefighters (2 PVS)
- 4 Reserve Firefighter's

Career Development:

- Completion of Full Time Employee Performance Evaluations and Quality Assurance Board Completion for Full time Employees.
- Development of new lesson plans to conform with International Fire Service Accreditation Congress (IFSAC) and California Fire Service Training and Education System (CFSTES)
- Reserve Academy Timeline and Implementation

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Operations:

- Needs assessment: facilities, equipment, staffing levels.
- Panoche Valley Solar Project is currently in Construction Operation
- Area# 3 and #4 are in progress in total there are 8 designated Areas
- To be started in individual phases.
- Contract expired Dec. 15th. HFD currently negotiating extension of contract.
- The way ahead.

Public Education:

- 15 elected officials were invited to the Hollister Fire Station 1 for a question and answer session with the Fire Chief and Crews. 3 attended. 1 from the City of Hollister and 2 from San Juan Bautista.
 - San Juan Bautista provided areas of attention :
 - Plymovent Diesel Exhaust removal system at Station 4
 - Readdressing the Type 6 conversion on the Ford p/u
 - SJB water system infrastructure to include; increase in main sizes, reliability, and hydrant upgrades.
 - Polk Street Bay door configured to accept a Water Tender
 - Emergency Generator to power City Hall and the Fire Station
 - The development of an apparatus replacement fund.
 - City of Hollister provided areas of attention :
 - A focus on bilingual capabilities
 - Westside responses.

Fire Marshal's Office : COH 60 COSB 10 Feb 2 2017

Library Report

	Aug. '16	Sep. '16	Oct. '16	Nov. '16	Dec. '16	Jan. '17
New Material	8	27	20	28	44	14
Retired Materials	1,280	975	260	205	389	19
Lost Items	8	9	3	8	6	7
Overdue Items	6	16	11	13	19	6
Overdue Patrons	5	10	8	8	8	5
Cards Issued	12	3	13	3	9	7
Items Checked Out	1,731	1,016	379	282	271	369
Money from Fines	79.25	42.00	40.25	50.25	21.00	54.25
Money from Faxes	15.00	36.00	10.00	12.00	8.00	29.00
Money from Copies	45.25	77.85	32.85	61.25	20.05	58.35
Money from other Charges	118.50	10.50	5.80	7.00	4.50	16.00
Patron Tally	754	569	632	609	539	476

The Auxiliary has contributed \$750 to help with purchase of new software for the front desk computer. They have also purchased materials (DVD's and books) each month.

- ByWater, the new software, has begun to migrate our data to a drop box (cloud).
- They will provide training, support, updates, and will manage our data.
- We will be receiving ebooks from this new company in June.

CITY OF SAN JUAN BAUTISTA

ADMINISTRATIVE REPORT

Date: February 21, 2017

To: City Council

From: Administrative Staff

PUBLIC WORKS DEPARTMENT:

The public works crew has been busy cleaning storm drainage facilities throughout the City. The recent storms, by in large, did not cause significant damage or disruption. However, the old and continuous problem of the San Juan Creek coming out of the canyon along Salinas Grade Road is carefully being watched to prevent further water flowing down The Alameda between San Juan-Hollister Road and State Highway 156. At the last rains, the public works crew installed some additional base rock along the levee at the driveway entrance where the storm water previously jumped and caused debris and mud to clog the gutters. However, the installation of the base rock on the levee is only temporary and a more permanent solution needs to be installed. The property is not within the City limits and County Public Works crews are busy taking care of more pressing issues of storm damage around the county. Our crew will continue to monitor the levee.

PLANNING DEPARTMENT/CODE ENFORCEMENT

Matt has been evaluating website redesign options with several companies in order to present the City Council with a report before they begin budget discussions for the next fiscal year. A new website created and managed with a Content Management Software (CMS), designed specifically for government agencies, has many benefits which will be expanded upon in the report.

Matt has also been working on multiple economic development (potential new businesses), code enforcement (barking dogs, inoperable vehicles, fire hazards), and planning-related activities (well sites, proposed developments).

CITY MANAGER DEPARTMENT:

Water wells acquisition for two new wells are being explored with a few new options. As reported at our Water Forum, two wells are needed to meet compliance with the State. Well no. 2 is our principal source and is substandard in meeting the current state standard for a municipal well. The recent Compliance Order from the State has directed the City to develop redundancy in our water well production. The City has been working with property owners

over the last few month to acquire potential sites for construction of new wells. The City has three wells of which two are operational for domestic use. Well no. 3 is currently off line due to high nitrates levels. The City has established a plan for drilling two new wells. This will provide the City with the necessary redundancy to meet the state standards for a reliable system.

ORDINANCE NO. 2017-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SAN JUAN BAUTISTA AMENDING ARTICLE 2 OF
CHAPTER 2-3 OF THE SAN JUAN BAUTISTA MUNICIPAL
CODE ENTITLED "YOUTH COMMISSION"**

WHEREAS, the City Council of the City of San Juan Bautista ("City") established a Youth Commission to provide the City's youth with an opportunity to address issues affecting youth and San Juan Bautista residents, and the City Council seeks the advice of the youth for the betterment of the Community; and

WHEREAS, the City Council recognizes the need to amend Section 2-3-210 (B) of the Municipal Code to allow for the inclusion of youth on the Commission who are inter-district transfer students attending the schools within the Aromas-San Juan Bautista Unified School District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1.

SECTION 2-3-210 OF THE SAN JUAN BAUTISTA MUNICIPAL CODE IS HEREBY AMENDED AS FOLLOWS:

2-3-210 Qualifications - Appointment - Term.

- A) Members of the Commission shall be between the ages of twelve (12) and eighteen (18) years of age upon appointment.
- B) Members must reside within the Aromas/San Juan Unified School District or attend the schools within the District.
- C) Selection of the founding members of the Commission shall be made by the City Council upon the recommendation of the San Juan Bautista Strategic Plan Committee.
- D) In appointing members, the City Council shall make every effort to consciously consider ethnicity, gender, school, grade, and geographical residence in an attempt to more fully represent all segments of San Juan Bautista's youth population.
- E) Terms of appointments to the Commission shall commence in September of each year and shall be for a term of two (2) years. A commissioner shall not serve more than three (3) consecutive full terms.

In an effort to stagger terms, five (5) of the founding members shall be appointed for partial terms ending on September 1, 2015 and six (6) members shall be appointed for partial terms ending on September 1, 2016. Thereafter members shall be appointed to serve full terms.

F) Vacancies on the Commission during the year shall be filled by the City Council

SECTION 2. If any section, subsection, subdivision, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses or phrases be declared unconstitutional.

SECTION 3. Effective Date. This Ordinance shall take effect 30 days after its adoption by the City Council.

THE FOREGOING ORDINANCE was first introduced and read at a regular meeting of the San Juan Bautista City Council on the 17th day of January 2017, and was adopted at a regular meeting on the San Juan Bautista City Council on the ____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Chris Martorana

ATTEST:

Connie Schobert, City Clerk

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: February 21st, 2017

SUBJECT: HRB-DR 2013-33 Brewery Project

APPLICANT: Hipolito Cerda/Owner/Developer

UPDATE: On Tuesday, February 14th, 2017, staff spoke with Anthony Ramirez, the gentleman who presented at the January 21st, 2017, meeting and asked the City Council for an extension of this item so that he could make an attempt to buy the property before the Design Review permit was revoked. During the call, he informed staff that his attempts to purchase the Brewery property were unsuccessful. He expressed gratitude to the City Council for giving this item an extension so that he could attempt to purchase the property, and said that he and his wife were still very excited about finding a location for their proposed beer and wine tasting establishment in San Juan Bautista. He also informed staff that he and his wife are pursuing a lease at another location in the City.

Staff has been in contact with Mr. Larry Petersen, attorney for Mrs. Cerda, wife of Mr. Cerda. The latest information received was the Judge administering the divorce settlement give Mr. Cerda 20 days, until February 22 to settle with his wife. If the settlement cannot be made on or before the 22th, the property will be put up for sale and the proceeds will be divided equally to each party.

ORIGINAL DISCUSSION: An application was submitted to the Planning Commission back in late 2012 for the demolition, reconstruction, lot line adjustment and site development of the Brewery parcels. The Planning Commission held numerous public hearings and discussions on the proposed project and approved Resolution 2013-07, approving the mitigated negative declaration, with mitigation measures, and conditions of approval. The adoption of the Resolution was made with the recommendation from the Historic Resources Board for the Design Review permit HRB-DR 2013-33.

Over the course of the last three years, work Brewery building and site work progressed with sporadic and intermittent results. Numerous letters and correspondence was sent to the applicant encouraging a timely work schedule

to be established for the completion of the project. On March 31, 2016 a letter was sent to Mr. Hipolito Cerda (copy enclosed) advising him that failure to perform work on the project for a period of over 180 consecutive days would result in a violation of the California Building Code and San Juan Bautista's building code. Cancellation of the building permit in accordance with California Building Code Section 105 results in voiding the building permit. Since the cancellation and voiding of the building permit, no work and/or site maintenance will be allowed until a new building permit is issued. The lack of maintenance has resulted in weed overgrowth, deterioration of the building, site facilities damage and improper yard maintenance for site drainage and discharge. The City, upon receiving numerous complaints, erected a physical barrier around the Brewery Building and site area to protect the safety of pedestrians and visitors to the area. The site and building is situated at the gateway entrance to our historic downtown area and the current conditions is a significant negative distraction to the entire city.

Our Municipal Code allows enforcement of land use permits that have failed in their obligation to meet the conditions of approval and completion of the project in a timely manner. The enforcement by code is granted to the City Council in accordance with Chapter 11, Section 11-17-050.

REVOCATION OF PERMITS

"Any permit granted in accordance with the provisions of this Chapter may be revoked by the City Council in the manner hereinafter set forth if the said permit or variance is exercised in violation of the conditions of the terms under which such permit or variance is granted, or if the following findings are made.

- (A) In connection with site plan permits, use permits, and temporary use of land permits and similar permits that the continuance of the use would be detrimental to the health, safety, morals, comfort or general welfare of persons residing or working in the neighborhood of such use, or would be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the City;
- (B) In connection with exceptions and variances, that continued relief from the strict application of the terms of this Title would be detrimental to the health, safety, comfort or general welfare of the persons residing or working in the neighborhood of the subject property, or would be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the City.

REVOCATION HEARING-NOTICE TO OWNER

Before the City Council considers the revocation of the use permit, variance or other approval, it shall hold a public hearing thereon, noticed of which shall

be served on the owner of the subject property at least ten (10) days prior to the date of the hearing, either personally or by registered or certified mail, with postage prepaid and return receipt requested. At the conclusion of the hearing, the City Council shall make findings of fact as to whether or not there is good cause for such revocation. If it finds that such good cause does exist, it may revoke or modify the permit approval or variance. Action taken by the City Council under the provisions of this Section shall be final.

RECOMMENDATION:

The staff is recommending the City Council receive the Planning Commission's recommendation, public comments, oral testimony, written correspondence and take action to adopt Resolution 2017-XX, revoking the Design Review Permit No. 2013-33.

In light of the order from the divorce judge, continue the revocation hearing to March 21, 2017

FINDINGS OF FACT:

- A. The applicant has failed to fulfill the conditions of approval for the Site and Design Review Permit granted under HRB-DR 2013-33.
- B. The applicant has failed to maintain the site adequately by allowing weeds, debris and litter accumulation on the property for an unsightly appearance.
- C. The applicant has not repaired or maintenance the site improvements and allowed damage to facilities enclosed trash area.
- D. That the site is located at the gateway to the City's Historic District and the unsightly site conditions, disrepair of the building is a major distraction to visitors to the City.
- E. The applicant has not properly maintained the drainage facilities of the site to allow surface water to become stagnant, odorous.
- F. The applicant has allowed the surface conditions of the parking lot to be an unsightly conditions.

RESOLUTION 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING THE REVOCATION OF HRB-DR 2013-33 PERMIT PURSUANT TO SAN JUAN BAUTISTA MUNICIPAL CODE SECTION 11-17-050 (A)

WHEREAS, the City Council of the City of San Juan Bautista conducted a public hearing on January 17th, 2017, for the revocation of the Site and Design Review Permit of HRB-DR 2013-33 to receive oral testimony, public input, written communication and comments, and

WHEREAS, the Planning Commission approved Resolution 2013-07 consisting of the environmental compliance documents and a recommendation from the Historic Resources Board for a Site and Design Review Permit for the Brewery Project on July 2nd, 2013, and

WHEREAS, the approval was granted subject to mitigation measures and conditions of approval as outlined in the staff report dated July 2nd, 2013, and

WHEREAS, the applicant/owner of the Brewery project has failed to perform and complete work on the project during the period between September 15th, 2015, to January 17th, 2017, and the City has sent a letter to the Applicant notifying them that Building Permit No. 1072 has been revoked and invalidated in accordance with provisions of the California Building Code, Section 105, Subsection 105.5 "Expiration", and

WHEREAS, due to the lack of work, maintenance, and upkeep of the grounds, building, and site facilities, the premises are deemed to be a public nuisance to which the City has installed a physical barrier around the brewery building and grounds for the safety and health of the general public and pedestrians walking past the site, and

WHEREAS, the City Council of the City of San Juan Bautista has conducted a public hearing on this date for the revocation of the Site and Design Review Permit pursuant to Municipal Code Section 11-17-050 (A).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Juan Bautista does hereby take enforcement actions under the provisions of Section 11-17-050 of the San Juan Bautista Municipal Code to revoke the Design Review Permit No. 2013-33 of the Brewery Project with the following findings.

FINDINGS OF FACT:

The use would be detrimental to the health, safety, morals, comfort or general welfare or persons residing or working in the neighborhood of such use and the businesses around the use because:

- A. The applicant has failed to fulfill the conditions of approval for the Site and Design Review Permit granted under HRB-DR 2013-33.
- B. The applicant has failed to maintain the site adequately by allowing weeds, debris and litter accumulation on the property for an unsightly appearance.
- C. The applicant has not repaired or maintenance the site improvements and allowed damage to facilities enclosed trash area.
- D. That the site is located at the gateway to the City's Historic District and the unsightly site conditions, disrepair of the building is a major distraction to visitors to the City.
- E. The applicant has not properly maintained the drainage facilities of the site to allow surface water to become stagnant, odorous.
- F. The applicant has allowed the surface conditions of the parking lot to be an unsightly conditions.

It is proper to revoke the permit as the applicant has failed to complete the project within the applicable time period as set forth in Municipal Code Section 11-17-040 and has not opened or engaged in any business at the site which resulted in a vested right to the continuation of a business.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista on this 21st day of February 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor Chris Martorana

Connie Schobert City Clerk

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: February 21, 2017

SUBJECT: Monterey Bay Community Power Authority

DISCUSSION: Over the last several months the City has been attending meetings of the consortium to determine the feasibility of participating in the joint power authority for renewable energy. The attached Monterey Bay Community Power Authority dated 1/20/17, provides the framework for the authority. Exhibit A outlines the definitions and Exhibit C, the Regional Allocation of the Board seats. After much deliberation, the group allowed San Benito County one of eleven seats. San Juan Bautista and Hollister were allowed a shared seat.

Distribution of the cost of a seat was determined by dividing the eleven seats into the startup cost of \$3,500,000. This resulted in each seat or shared seat responsible for a letter of credit in the amount of \$318,182.00. The shared seat can be divide amongst the cities of each shared group.

RECOMMENDATION: Participating in the startup and initial formation of the Joint Power Authority has advantages over the long haul. However, the risk of putting up a letter of credit in the amount of \$159,091 is a steep hill for San Juan Bautista with a meager annual budget of \$3,140,000.00. Staff is exploring some side agreements with the City of Hollister and County of San Benito. Each of these parties have much larger annual budgets than San Juan Bautista, and substantially more cash flow.

FISCAL IMPACT:

MONTEREY BAY COMMUNITY POWER AUTHORITY

REGIONAL ALLOCATION:

Board seats in the MBCPA will be allocated as follows;

1. One seat Santa Cruz County

2. One seat Monterey County
3. One seat San Benito County
4. One seat to City of Santa Cruz
5. One seat to City of Salinas
6. One seat to City of Watsonville
7. One shared seat to cities of Santa Cruz County
8. One shared seat to Cities of Peninsula, Monterey County
9. One shared seat to Cities of coastal, Monterey County
10. One shared seat to Salinas Valley Cities Monterey County
11. One shared seat to cities of San Benito County

ALLOCATION 11: $\$3,500,000/11 = \$318,182$ per seat or shared seat

<u>Cities</u>	<u>Populations</u>	<u>Percentage</u>
City of Hollister	36,484	95.2%
City of San Juan Bautista	1843	4.8%

City of Hollister Operating Budget	\$35,000,000
City of San Juan Bautista Operating Budget	\$ 3,140,000

Option A: Letter of credit shared : 50% COH \$159,091 0.45% of Budget
 50% SJB \$159,091 5.05% of Budget

Option B: Letter of credit shared: 95.2% COH \$302,272 0.86% of Budget
 4.8% SJB \$ 15,909 0.51% of Budget

Option C: Letter of credit shared: 90% COH \$286,364 0.82% of Budget
 10% SJB \$ 31,818 1.01% of Budget

Group 11 to share seat between Hollister & San Juan as determined by City Selection Committee.

If Option B or C is agreed upon, City of San Juan Bautista will enter into a side agreement with Hollister to grant full representation to Hollister for Group 11 seat.

JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING THE

Monterey Bay Community Power Authority

OF

Monterey, Santa Cruz, and San Benito Counties

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, establishes the Monterey Bay Community Power Authority ("Authority"), and is by and among the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement ("Counties") and those cities and towns within the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

- A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.
- C. The purposes for entering into this Agreement include:
 - a. Reducing greenhouse gas emissions related to the use of power in Monterey, Santa Cruz, and San Benito Counties and neighboring regions;

- b. Providing electric power and other forms of energy to customers at affordable rates that are competitive with the incumbent utility;
 - c. Carrying out programs to reduce energy consumption;
 - d. Stimulating and sustaining the local economy by lowering electric rates and creating local jobs as a result of MBCP's CCE program.
 - e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.
- D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and geothermal energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible.
 - a. It is further desired to establish a short term and long-term energy portfolio that prioritizes the use and development of State, local and regional renewable resources and carbon free resources.
 - b. In compliance with State law and in alignment with the Authority's desire to stimulate the development of local renewable power, the Authority shall draft an Integrated Resource Plan that includes a range of local renewable development potential in the Monterey Bay Region and plans to incorporate local power into its energy portfolio as quickly as is possible and economically feasible.
- E. The Parties desire to establish a separate public Authority, known as the Monterey Bay Community Power Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

- F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions

Exhibit B: List of the Parties

Exhibit C: Regional Allocations

ARTICLE 2: FORMATION OF MONTEREY BAY COMMUNITY POWER AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and “Monterey Bay Community Power Authority” shall exist as a separate public Authority on the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public Authority named the Monterey Bay Community Power Authority. Pursuant to Sections 6506 and 6507 of the

Act, the Authority is a public Authority separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public Authority in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.1:

- . 2.4.1 to make and enter into contracts;
- . 2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;
- . 2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

- . 2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without approval of the affected Party's governing board;
 - . 2.4.5 to lease any property;
 - . 2.4.6 to sue and be sued in its own name;
 - . 2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;
 - . 2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;
 - . 2.4.9 to issue revenue bonds and other forms of indebtedness;
 - . 2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
 - . 2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
 - . 2.4.12 to adopt Operating Rules and Regulations;
 - . 2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and
 - . 2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.
- 2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power

possessed by the City of Santa Cruz and any other restrictions on exercising the powers of the authority that may be adopted by the board.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Boards of Directors. The governing bodies of the Authority shall consist of a Policy Board of Directors ("Policy Board") and an Operations Board of Directors ("Operations Board").

- . 3.1.1 Both Boards shall consist of Directors representing any of the three Counties of Monterey, Santa Cruz, or San Benito that become a signatory to the Agreement and Directors representing any of the Cities or Towns within those counties that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant.
- . 3.1.2 Policy Board Directors must be elected members of the Board of Supervisors or elected members of the City or Town Council of the municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Policy Board. Alternates for the Policy Board must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement.
- . 3.1.3 Operations Board Directors must be the senior executive/County Administrative Officer of any County that is the signatory to this Agreement, or senior executive/City Manager from any municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Operations Board. Alternates for the Operations

Board must be administrative managers of the County or administrative managers of the governing board of the municipality that is the signatory to this Agreement.

- . 3.1.4 Board seats will be allocated under the following formulas. Policy and Operations Board seats for founding JPA members (i.e. those jurisdictions that pass a CCA ordinance by February 28, 2017) will be allocated on a one jurisdiction, one seat basis until such time as the number of member jurisdictions exceeds eleven. Once the JPA reaches more than eleven member agencies, the Policy and Operations Boards' composition shall shift to a regional allocation based on population size. This allocation shall be one seat for each jurisdiction with a population of 50,000 and above, and shared seats for jurisdictions with populations below 50,000 allocated on a sub-regional basis, as set forth in Exhibit C. Notwithstanding the above, the County of San Benito shall be allotted one seat.
 - . 3.1.5 Shared board seats will be determined through the Mayors and Councilmembers' city selection process in their respective counties, with a term of two years. Directors may be reappointed, following the Mayors and Councilmembers' city selection process in their respective counties, and serve multiple terms. In the event of an established board seat transitioning to a shared seat due to the addition of a new party, the sitting Director will automatically be the first representative for that shared seat to ensure continuity and maintain experience.
- 3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn in accordance with law.
- 3.3 Powers and Functions of the Boards. The Boards shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Boards shall provide general policy guidance to the CCA Program.
- . 3.3.1 The Policy Board will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service.
 - . 3.3.2 The Operations Board will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to

customers in the region, focusing on the routine, day-to-day operations of the Authority.

3.3.3 Policy Board approval shall be required for any of the following actions, including but not limited to:

- (a) The issuance of bonds, major capital expenditures, or any other financing even if program revenues are expected to pay for such financing;
- (b) The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3;
- (c) The appointment and termination of the Chief Executive Officer;
- (d) The adoption of the Annual Budget;
- (e) The adoption of an ordinance;
- (f) The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority;
- (g) The adoption of the Implementation Plan;
- (h) The selection of General Counsel, Treasurer and Auditor;
- (i) The amending of this Joint Exercise of Powers Agreement; and
- (j) Termination of the CCA Program.

3.3.4 Operations Board approval shall be required for the following actions, including but not limited to:

- (a) The approval of Authority contracts and agreements, except as provided by Section 3.4.
- (b) Approval of Authority operating policies and other matters necessary to ensure successful program operations.

3.3.5 Joint approval of the Policy and Operations Boards shall be required for the initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner,

or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative authority, without approval of the Boards as long as such action is consistent with any adopted Board policies.

- 3.4 Chief Executive Officer. The Authority shall have a Chief Executive Officer (“CEO”). The Operations Board shall present nomination(s) of qualified candidates to the Policy Board. The Policy Board shall make the selection and appointment of the CEO who will be an employee of the Authority and serve at will and at the pleasure of the Policy Board.

The CEO shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The CEO may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement falls within the Authority’s fiscal policies to be set by the Policy Board, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board(s) of Directors. The CEO shall report to the Policy Board on matters related to strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. The CEO shall report to the Operations Board on matters related to Authority policy and the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority. It shall be the responsibility of the CEO to keep both Board(s) appropriately informed and engaged in the discussions and actions of each to ensure cooperation and unity within the Authority.

- 3.5 Commissions, Boards, and Committees. The Boards may establish any advisory committees they deem appropriate to assist in carrying out the CCA Program, other energy programs, and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Boards may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if

the Board(s) deem it appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Boards, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by their respective Directors.

3.7 Voting. Except as provided in Section 3.7.1 below, actions of the Boards shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.1. Special Voting Requirements for Certain Matters.

(a) Two-Thirds Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors present.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any

obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Policy Board shall hold up to three regular meetings per year, with the option for additional or special meetings as determined by the Chief Executive Officer or Chair of the Policy Board after consultation with the Chief Executive Officer. The Operations Board shall hold at least eight meetings per year, with the option for additional or special meetings. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Boards may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Policy Board Chair and Vice Chair. The Policy Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Policy Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Policy Board Chair and Vice Chair shall act as the overall Chair and Vice Chair for Monterey Bay Community Power Authority. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

- (a) the person serving dies, resigns, is no longer holding a qualifying public office, or the Party that the person represents removes the person as its representative on the Board or;
- (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement

3.9.2 Operations Board Chair and Vice Chair. The Operations Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Operations Board meetings, and a Vice Chair, who shall serve in the absence of

the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or is no longer the senior executive of the Party that the person represents or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.3 Secretary. Each Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of each Board and all other official records of the Authority. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary to both Boards.

3.9.4 The Policy Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board(s) may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all

tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program. The Administrative Services Provider shall be either an employee or a contractor of the Authority unless a member agency is providing the service.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

- . 4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
- . 4.1.2 Implementation Plan. The Policy Board shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Policy Board in the manner provided by Section 3.7.
- . 4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board(s) through resolution, including but not limited to the MBCP Implementation Plan and Operating Policies. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board(s), subject to the Parties' right to withdraw from the Authority as described in Article 6.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing April 1 or the date selected by the Authority. The fiscal year may be changed by Policy Board resolution.

5.2 Depository.

- . 5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- . 5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board(s) shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- . 5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board(s) in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board(s).

5.3 Budget and Recovery of Costs.

- . 5.3.1 Budget. The initial budget shall be approved by the Policy Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Policy Board in accordance with the Operating Rules and Regulations.
- . 5.3.2 Funding of Initial Costs. The County of Santa Cruz has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of Santa Cruz shall be included in the customer charges for electric services as provided by Section 5.3.3 to the

extent permitted by law, and the County of Santa Cruz shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Santa Cruz shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Santa Cruz shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

5.3.4 Credit Guarantee Requirement. The Parties acknowledge that there will be a shared responsibility to provide some level of credit support (in the form of a letter of credit, cash collateral or interagency agreement) for Authority start-up and initial working capital as may be required by a third party lender. Guarantee requirements shall be released after program launch and as soon as possible under the terms of the third-party credit agreement(s). The credit guarantee will be distributed on a per-seat basis. Shared seat members will divide the credit guarantee among the cities sharing those seats. The term of the credit guarantee shall be the same term as specified in the banking agreement. Once a Party has made a credit guarantee, that guarantee shall remain in place until released, even if that Party withdraws from the Authority.

5.3.5 The County of Santa Cruz has agreed to provide initial administrative support on a cost reimbursement basis to the JPA once formed. This includes, but is not limited to, personnel, payroll, legal, risk management.

6.1 Withdrawal.

- 6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.
- 6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Policy Board which the Party's Director voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.
- 6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may, immediately after an affirmative vote of the Party's governing board, withdraw its membership in the Authority without any financial obligation, except those financial obligations incurred through the Party's share of the credit guarantee described in 5.3.4, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen business days after receiving the report. Costs incurred prior to withdrawal will be calculated as a pro-rata share of start-up costs expended to the date of the Party's withdrawal, and it shall be the responsibility of

the withdrawing Party to pay its share of said costs if they have a material/adverse impact on remaining Authority members or ratepayers.

6.1.4 **Continuing Financial Obligation; Further Assurances.** Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 **Involuntary Termination of a Party.** Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of the Policy Board as provided in Section 3.7.1. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 **Continuing Financial Obligations; Refund.** Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum

waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Policy Board, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Authority. The costs of any such mediation shall be shared equally among the Parties participating in the mediation.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Boards of Supervisors or City Councils, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Policy Board members as provided in Section 3.7.1. The Authority shall provide written notice to all Parties of proposed amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A

Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means the Monterey Bay Community Power Authority.

“Authority Document(s)” means document(s) duly adopted by one or both Boards by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Policy Board of Directors of the Authority and/or the Operations Board of Directors of the Authority unless one or the other is specified in this Agreement.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in this Agreement.

“Director” means a member of the Policy Board of Directors or Operations Board of Directors representing a Party.

“Effective Date” means the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the County of Santa Cruz and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority’s initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

“Initial Participants” means those initial founding JPA members whose jurisdictions pass a CCA ordinance, whose Board seats will be allocated on a one jurisdiction, one seat basis (in addition to one seat for San Benito County) until such time as the number of member jurisdictions exceeds eleven, as described in Section 3.1.4.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Operations Board” means the board composed of City Managers and CAOs representing their respective jurisdictions as provided in section 3.1.4 who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority, as further set forth in section 3.3..

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

“Party” means singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

“Policy Board” means the board composed of elected officials representing their respective jurisdictions as provided in section 3.1.4 who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, large capital expenditures outside the typical power procurement required to provide electrical service, and such other functions as set forth in section 3.3.

Exhibit B
List of Parties

Exhibit C
Regional Allocation

Board seats in the Monterey Bay Community Power Authority will be allocated as follows:

- i. One seat for Santa Cruz County
- ii. One seat for Monterey County
- iii. One seat for San Benito County
- iv. One seat for the City of Santa Cruz
- v. One seat for the City of Salinas
- vi. One seat for the City of Watsonville
- vii. One shared seat for remaining Santa Cruz cities including Capitola and Scotts Valley selected by the City Selection Committee
- viii. One shared seat for Monterey Peninsula cities including Monterey, Pacific Grove, and Carmel selected by the City Selection Committee
- ix. One shared seat for Monterey Coastal cities including Marina, Seaside, Del Rey Oaks, and Sand City selected by the City Selection Committee
- x. One shared seat for Salinas Valley cities including King City, Greenfield, Soledad, Gonzales selected by the City Selection Committee
- xi. One shared seat for San Benito County cities selected by the City Selection Committee

ORDINANCE NO. 2017-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

The City Council of the City of San Juan Bautista does ordain as follows:

SECTION 1. FINDINGS. The City Council finds as follows:

WHEREAS, Monterey Bay Community Power has investigated options to provide electric services to customers within the tri-county region of Monterey, Santa Cruz and San Benito Counties (Tri-County Region), including incorporated and unincorporated areas, with the intent of achieving greater local control and involvement over the provision of electric services, competitive electric rates, the development of clean, local, renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs; and

WHEREAS, Monterey Bay Community Power prepared a Feasibility Study for a community choice aggregation ("CCA") program in the Tri-County Region with the cooperation of the cities and counties under the provisions of the Public Utilities Code section 366.2. The Feasibility Study shows that implementing a community choice aggregation program would provide multiple benefits, including:

- Providing customers a choice of power providers;
- Increasing local control and involvement in and collaboration on energy rates and other energy-related matters;
- Providing more stable long-term electric rates that are competitive with those provided by the incumbent utility;
- Reducing greenhouse gas emissions arising from electricity use within San Mateo County;
- Increasing local renewable generation capacity;
- Increasing energy conservation and efficiency projects and programs;
- Increasing regional energy self-sufficiency;
- Improving the local economy resulting from the implementation of local renewable and energy conservation and efficiency projects; and

WHEREAS, the Joint Powers Agreement creating the Monterey Bay Community Power Authority ("Authority") will govern and operate the CCA program on behalf of its member jurisdictions. Under the Joint Powers Agreements, cities within the Tri-County Region may participate in the Monterey Bay Community Power CCA program by adopting the resolution and ordinance required by Public Utilities Code section 366.2. Cities choosing to participate in the CCA program will have membership on the Board of Directors of the Authority as provided in the Joint Powers Agreements; and

WHEREAS, the Authority will enter into Agreements with Electric power suppliers and other service providers, and based upon those Agreements the Authority will be able to provide power to residents and businesses at rates that are competitive with those of the incumbent utility ("PG&E"). Once the California Public Utilities Commission approves the implementation plan created by the Authority, the Authority will provide service to customers within the unincorporated areas of the tri-county region of Monterey, Santa Cruz and San Benito Counties and within the jurisdiction of those cities therein who have chosen to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so; and

WHEREAS, on _____, 2017 the City Council held a public hearing at which time interested persons had an opportunity to testify either in support or opposition to implementation of the Monterey Bay Community Power CCA program in the City of San Juan Bautista; and

NOW, THEREFORE, the City Council of the City of San Juan Bautista does ordain as follows:

Section 1. The above recitations are true and correct and material to this Ordinance.

Section 2. AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM. Based upon the forgoing, and in order to provide business and residents within the City of San Juan Bautista with a choice of power providers and with the benefits described above, the City Council of the City of San Juan Bautista ordains that it shall implement a community choice aggregation program within its jurisdiction by participating as a group with the other counties and cities as described above in the Community Choice Aggregation program of the Monterey Bay Community Power Authority, as generally described in the Joint Powers Agreement approved through Resolution No.2017-XX.

Section 3. SEVERABILITY. In the event any section, clause or provision of this ordinance shall be determined invalid or unconstitutional, such section, clause or provision shall be deemed severable and all other sections or portions hereof shall remain in full force and effect. It is the intent of the City Council that it would have adopted all other portions of this ordinance irrespective of any such portion declared to be invalid or unconstitutional.

Section 4. ENVIRONMENTAL DETERMINATION. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the CEQA Guidelines, as it is not a "project" as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because energy will be transported through existing infrastructure (14 Cal. Code Regs. § 15378(a)).

Further, this ordinance is exempt from CEQA as there is no possibility that this ordinance or its implementation would have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)). This ordinance is also categorically exempt because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment (14 Cal. Regs. § 15308). The City manager's Office shall cause a Notice of Exemption to be filed as authorized by CEQA and the CEQA guidelines.

Section 5. PUBLICATION. This ordinance shall be in full force and effective 30 days after its adoption, and shall be published and posted as required by law.

Section 6. EFFECTIVE DATE. This ordinance was introduced on _____, and adopted on _____, and shall be effective thirty days after its date of adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of San Juan Bautista duly held on _____, 2017, and was passed and adopted at a regular meeting duly held on _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chris Martorana, Mayor

APPROVED AS TO FORM:

Deborah Mall, City Attorney

ATTEST:

City Clerk Connie Schobert

Summary of Information Requested from Councilmember Dan DeVries

1. Staff report: September 6 2016 - Planning Commission
2. SJBMC: Section 10-2-930 Action on Final Map
3. Traffic Mitigation Report (Hatch/ Mott/ Mac Donald)
4. City current impact fees
5. Economic Analysis
6. Revenue analysis per person
7. Resolution 2016-57
8. Robert's Rule of Order: Motions action approval or deny
9. Subdivision Map Act: Section 66452.4 action not taken within time limits
10. Subdivision Map Act: Section 66452.1 Action required for tentative map
11. Engineer's Estimate for Round a bout intersection improvements
12. Fair Share cost analysis roundabout – The Alameda and San Juan-Hollister Rd.

CITY OF SAN JUAN BAUTISTA

PLANNING COMMISSION STAFF REPORT

DATE: September 6, 2016

SUBJECT: COPPERLEAF SUBDIVISION TENTATIVE MAP

APPLICANT: Edenbridge Homes Inc.

LOCATION: 13.3 acres situated in between SR 156 and San Juan- Hollister Rd.

PARCEL SIZE: 13.30 Acres (12.51 acres that will be developed)

GENERAL PLAN: Low Density Residential

ZONING: R-1 Low Density Residential District

ALLOWABLE DENSITY: 0.5 – 5.0 Unit per acre

PROPOSED DENSITY: 3.59 Units per acre

DISCUSSION: The 12.52- acre Project is located on the north side of Old San Juan Hollister Road, about 300 feet east of the intersection with The Alameda/Salinas Grade Road, in the City of San Juan Bautista, California. State Highway 156 is adjacent to the Project's northern boundary. There are two entrances to the Project from the Old San Juan Hollister Road. The site has no access to State Highway 156. The 13.30 acre parcel was part of a ranch, commonly known as the Nyland Ranch. The property owner, Kathleen Manning, petitioned to the City Council on March 5, 2015. More recently, on March 1, 2016, the Planning Commission approved and recommended to City Council to pre-zone with intent to annex the 13.30 acres into the City as R-1, Low Density Residential. March 15, 2016 City Council introduced an Ordinance for the pre-zoning of the 13.30 acre with intent to annex into the City. The pre-zoning Ordinance was adopted on April 19, 2016. San Benito County LAFCO replaced the Executive Officer which result in some delays in process applications for annexation. The City submitted an application to LAFCO on March 18, 2016. Due to the change in administration of LAFCO, annexation application were put on hold and only administrative items were considered at the LAFCO meeting from April through May. The staff attended the May LAFCO meeting and during the public comments asked the LAFCO Commission to consider holding a special meeting for projects. LAFCO agreed to hold the special meeting on July 14, 2016 and subsequently approved the annexation. The 13.30 acre parcel can now start the planning and land uses in accordance with the 2025 General Plan while the final approval from the State Board of Equalization takes place.

PROJECT DESCRIPTION:

The Copperleaf development is proposing a 45 lot single family project with open space, including a drainage retention pond and open space for recreation activities. Existing municipal well # 2 will be relocated to the southeast corner of the site where a new domestic water well will be constructed. The residential homes will be designed to meet City R-1 zoning standards that include minimum lot area (gross) – 7,000 square feet, density range of 0.50 to 5 dwelling

units per acre, building coverage of 40 percent and a floor to area ratio (FAR) of 0.45. In addition, the project will include curbs, gutter, sidewalks, street trees, landscaping, and street lighting, water services, sewer services and storm drainage facilities. An eight (8) foot high masonry sound wall will be constructed along the project's northern boundary common to State Highway 156. The sound wall will match the existing sound walls along Highway 156 with a mission tile on the top of the wall to maintain the consistent architectural style and décor. Public concrete sidewalk will be provided along the north side of San Juan Hollister Road from the westerly boundary of the Mission RV Park to the existing sidewalks of the Hacienda de Leal motel situated at the corner of The Alameda and San Juan-Hollister Road. The sidewalk will provide a continuous pedestrian walkways from the west end of the Mission RV Park to the Downtown Historic District. Bus service for the children of the development will be provide by the Aromas-San Juan School District. Bus service is currently provide to the children of the Mission RV Park. (See letter from Marie A. Barros-Transportation Assistant of Aromas-San Juan Unified School District, dated August 5, 2016.)

ANALYSIS:

The proposed subdivision identifies and incorporates mitigated measures together with conditions of approval that will address and reduce the impacts to less than significant. The mitigation measures include, but not be limited to, improving existing San Juan-Hollister Road, constructing new streets within the development, undergrounding public utilities, a recreation park and landscaped area, pedestrian walkways, storm drainage retention and storage ponds, sound walls and acoustic windows of homes along State Highway 1556, new housing with some affordable secondary housing units. The development will also pay development impact fees for the future expansion of infrastructure and public facilities of the City.

The City's water and sewer systems have been analyzed for their ability to provide dependable services to meet the daily demands of the new homes. The development will dedicate and deed to the City a new well site for the construction of well no. 5 and pay its fair share of the cost for constructing a new well. The following is a summary of the water and sewer systems.

WATER SYSTEM

The City of San Juan Bautista owns and operates a public water system which provides potable water to the 1,930 residents. The system consist of three water wells, a 1.3 million gallon steel water storage tank and several miles of water lines. The average historical production of water pumped from the underground basin is approximately 280 acre feet per year. (91,230,000 gallon). Well No. 1, located at the mouth of San Juan Canyon Road, provides the city with the best quality of water; however, the production capacity of Well No. 1 is limited due to its smaller drainage basin area. Well No. 1 has a pumping capacity of up to 300 gpm but is only used between 125 to 140 gpm for daily production needs. Well No. 2 is used to meet the balance of the daily and peak water demands. Well No. 2 is situated on a small 20' x 20' parcel lying 300 feet north of the San Juan-Hollister Road and surrounded by APN 012-130 031. Well No. 2 has a pumping capacity of 450 gpm but is only operated at a production rate to supplement Well No. 1 production for meeting daily water demands. Well No. 3 is currently inactive and out of service due to high nitrates levels exceeding state requirements. In the early part of 2014, the City experienced high nitrate problems in Well No. 2 which exceeded the state maximum allowable

levels. A compliance order was issued limiting the production until the level of nitrates could be reduced below the allowable limits established by the State of California Department of Public Health. A Compliance Order No. 02-05-14R-001 was issued by the State Department of Public Health on May 30, 2014 and subsequently amended by Compliance Order No. 02-05-15C-007 on June 12, 2015, requiring the City to submit a time schedule for the construction of a new well. The City submitted a time schedule and initiated actions to construct a new Well No. 4 conforming to state standards. The City authorized Maggiora Brothers Drilling Inc. to drill a test well at the proposed site of Well No. 4. The test well proved positive to determine the site suitable for construction of a new well. Acquisition of the site is in the process with the land owner. In addition, the Copperleaf development will dedicate a well site to the City and participate in the construction of well no. 5. Construction plans and an application for a permit is being prepared for submittal to the State Department of Public Health.

The production of domestic water from the two active wells are currently adequate to meet the current daily and peak demands of the city. Both wells have additional production capacity to meet current approved growth demands. However, if one of the wells develop production problems, the City could be vulnerable to meeting the daily demands. For this reason, the compliance order was issued to insure the City take action to provide a reliable source of water. The City is currently proceeding on the action plan to develop two new water wells.

Existing Water Wells:

Current well production from Well No. 1 & 2 is	350 g p m	(22,000gph)
Current average daily demand		245,000 g p d

Projects approved. Based on design parameters of 322 gal/DU

D'Ambrosio PUD Third Street 27 Lots	Estimated daily demand	8,700 g p d
Rancho Vista Subdivision 86 Lot	Estimated daily demand	27,700 g p d
Fuel Station 404 The Alameda	Estimated daily demand	15,400 g p d
Proposed project, lots 45 single family units		14,500 g p d
	Total increase daily demand	66,300 g p d
		(27%)

Existing well production is based upon the pumps from Wells No. 1 and 2 operating at a rate of 350 g p m to meet the daily demand. Both pumps operating for a period of 15 hours per day can meet the daily demand.

Proposed well No. 4 (estimated pumping capacity 400 g p m)
Normal pumping rate 250-300 g p m

Proposed Well No. 5 (estimated pumping capacity 400 g p m)
Normal pumping rate 250-300 g p m

Two existing wells combined with two new wells will have the capability of provide daily and peak water demands. The system will have additional capabilities to meet future growth needs. All new development will be required to install and meet City's water system standards and pay

water connection impact fees. Developments will also be required to create a special maintenance and service benefit district and well as a landscaping and lighting district.

SANITARY SEWER SYSTEM

Waste Water Treatment Plant:

The City's Waste Water Treatment Plant situate at the end of Third Street and is classified by the State Water Resources Control Board, Central Coast Region pursuant to Title 23, California Code of Regulations Divisions 3, Chapter 26, Sections 3670-3719.6. The treatment plan has a classification of III. The plant design flow is 0.270 MGD (PWWF) and 0.240 MGD (ADWF). The current plant is operating at a daily flow rate between 0.122 MGD to 0.149 MGD. The WWTP facility handles the daily flows, however is subject to periodical odor problems due to a built up of sludge in the secondary treatment pond. The city has plans for the removal of the sludge, which will aid in the treatment process and decrease the odors. The City Council has committed funds in their annual fiscal budget to address the sludge removal. Steps have been taken to implement an ongoing sludge removal process that will maintain the treatment process of the ponds.

Current average flows to treatment facility. 122,000 to 149,000 g p d

Approved Projects:

Based upon 167 gal/DU

Approved D'Ambrosio PUD Third St. 27 Lots	Estimated discharge	4,500 g p d
Approved Rancho Vista Subdivision 86 Lots	Estimated discharge	14,200 g p d
Approved Fuel Station at The Alameda	Estimated discharge	9,020 g p d
Proposed project 45 lots	Estimated discharge	7,500 g p d

Total increase in discharge	35,220 g p d (26%)
Total Treated Waste	170,720 g p d (ave.)
Treatment Plant ADWF	224,000 g p d

The existing waste water treatment plant has the capacity to treat existing population and the proposed increases from projects. Sludge removal will increase the pond's digestion process and decrease the periodical odor occurrences. All new development will be required to install low flow and water efficient plumbing fixtures and pay development sewer connection impact fees.

Sanitary Sewer Collection System:

The sanitary sewer collection system, consists of sewer mains, laterals, manholes and cleanouts, collects sanitary effluent from each residential homes, business, and industrial operations. The

system is a combination of sewer lines and mains that vary in size from four inches in diameter (4") to fifteen inches (15"). Many of the sewer mains are old and were installed at the turn of the century and have restricted flow capacities and infiltration problems. Infiltration is the primary

source of storm waters entering the collection system during rainy periods. This often causes pumping problems at the waste water treatment facility due to the limited capacity of the pumps. Isolating infiltration point is an ongoing program and will continue to be a problem in the future. Maintenance and continual upgrading the system is part of each year capital improvement budget and over an extended period, many of the sewer lines will be upgraded to a compression gasket or solvent joint, thus reducing infiltration and tree root infestation. The primary collection main, running through the City from San Juan-Hollister Road to the treatment plant at the end of Third Street was up graded in 2008-2009. The primary sewer main has the existing and future capacity to transmit effluent flows to the treatment plant.

CITY PLANNING AND ENGINEERING:

City Planning Department; The staff of the planning department consist of one full time Assistant Planner and 25% of the City Manager/Engineer. The staff currently provides planning, inspection and plan checking services to a wide variety of projects. The current staff is capable of handling the daily planning and engineering duties for the City. The City may contract with outside inspection services to meet period of heavy building and land development construction.

Revenue Benefits:

- a. Increase Property Tax Revenues to Agencies & Districts
 - 1. City of San Juan Bautista
 - 2. County of San Benito
 - 3. Gavilan Community College
 - 4. San Juan-Aromas School District
 - 5. San Juan Cemetery District
 - 6. San Benito Hospital District
 - 7. San Benito County Board of Education
 - 8. San Benito County Water District
 - 9. State Fire District
- b. Increase Sales Tax revenues to agencies.
 - 1. City of San Juan Bautista
 - 2. County of San Benito
 - 3. State of California
- c. Increase Gas Tax revenues to agencies
 - 1. City of San Juan Bautista
 - 2. County of San Benito
 - 3. State of California
- d. Increase Vehicle License fees
- e. Increase property document transfer fees
- f. Increase Water and Sewer revenues
- g. New Water Impact fees
- h. New Sewer Impact Fees

- i. New Traffic Impact fees
- j. New Public Safety Impact fees
- k. New Park Development Impact fees
- l. New Storm Drainage impact fees
- m. New Library Impact fees
- n. New Public/Civic Impact fees
- o. New School Impact fees

RECOMMENDED ACTION:

- Receive Staff Report
- Open the Public Hearing
- Verify Posting of notice
- Receive presentation from applicant
- Receive oral and written comments from the public
- Close public hearing
- Discussion and deliberation by Commission
- Make the findings based upon independent review and judgment of the whole record before the Commission.
 - a. That the project is consistent with the density of the zoning district for which it is located within.
 - b. That the use is necessary or desirable in relation to the purposes and intent of the San Juan Bautista General Plan, the title, and the economic, social and environmental status of the City.
 - c. That the use will be properly related to other uses, transportation facilities in the area, and will not cause undue environmental impact relating to noise, odor, pollution, etc., with implementation of proper mitigation measures
 - d. That the use will not adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare of the City and its residents.
 - e. That the mitigation measures, monitoring programs and conditions of approval for the project will result in the project having a less than significant impact to the environment.
 - f. That the proposed project is consistent with the goals and objectives of the General Plan to allow for urban growth that is consistent and compatible to the surrounding areas and with the City's public service capabilities.
 - g. That the proposed project is inside the city limits, currently serviced with public utilities and is an orderly and outward growth of urban development without significant extension of urban utility services.
 - h. That the initial study and mitigation measures identified in the Mitigated Negative Declaration Environmental Report show that there is no substantial evidence, in light of the whole record before the Planning Commission, that the project may have a significant effect on the environment, and

- i. That the project plans as agreed by the applicant with the mitigation measures, monitoring programs, and conditions of approval would avoid effects or impacts to where there is no significant adverse effects to environment of the surrounding area, and
 - j. That the Planning Commission based upon its independent judgment and analysis of the whole record before it and the mitigation measures, monitoring programs and conditions of approval, that there is no substantial evidence that the project will have a significant effect on the environment.
- **Adopt Resolution 2016-XX Approving the Vested Tentative Map**
VTM 2016-01 with mitigation measures, monitoring & reporting programs and conditions of approval.

ATTACHMENTS:

- 1. Vested Tentative Map
- 1. Petition to Annex
- 3. Resolution 2016-10: PC approves Pre-Zoning/ Annexation
- 4. Resolution 2016-14: CC approves Pre-Zoning/ Annexation
- 5. Ordinance 2016-03: CC Adopts Pre-Zoning/ Annexation
- 6. Hwy 156/ The Alameda intersection San Juan Unified Letter
- 7. Positive contributions/ gains from Copperleaf Subdivision
- 8. Resolution 2016-XX Approving Vested Tentative Map
VTM 2016-01 w/ Findings, Mitigation Measures, Monitoring
and Reporting Program and Conditions of Approval

10-2-930 Action on final map.

The City Council shall take final approval action on final maps. It shall disapprove a final map for failure to meet or perform any of the requirements or conditions imposed by the Subdivision Map Act, this Chapter, or the approved tentative map for the subdivision; provided, that a final map shall be disapproved only for failure to meet or perform requirements or conditions which were applicable to the subdivision at the time of approval of the tentative map; and provided further, that such disapproval shall be accompanied by a finding identifying the requirements or conditions which have not been met or performed. A final map shall not be disapproved when the failure to meet requirements or conditions is the result of a technical or inadvertent error which does not materially affect the validity of the map as may be determined by the City Council.

ATTACHMENT 11
TRAFFIC ANALYSIS REPORT

Hatch Mott MacDonald

1300-B First Street
Gilroy, CA 95020
T 408-848-3122 www.hatchmott.com

February 12, 2016

Ms. Kathy Oesterreich
Edenbridge Homes
21771 Stevens Creek Boulevard, Suite 200A
Cupertino, CA 95014-1175

RE: Copperleaf Subdivision, San Juan Bautista California

Dear Ms. Oesterreich:

Hatch Mott MacDonald (HMM) is pleased to provide traffic engineering services for development of a 45-unit subdivision on San Juan – Hollister Highway, east of The Alameda, in San Juan Bautista, California. **Exhibit 1** depicts the location of the subdivision, while **Exhibit 2** depicts the site plan.

A. Existing Conditions

The following study intersections were reviewed in this study:

1. The Alameda / State Route 156 (SR 156); and
2. Mission Vineyard Road – Breen Road / SR 156.

Exhibit 3 shows the traffic volumes at the study intersections.

Traffic volumes at The Alameda / SR 156 are taken from the report "San Juan Bautista Gas Station and Restaurant, San Juan Bautista, California." Hatch Mott MacDonald, December 30, 2013. New traffic counts at the Mission Vineyard Road – Breen Road / SR 156 intersection were collected on April 30, 2015. The traffic counts for both intersections were conducted during the AM and PM peak periods (7:00 am to 9:00 am and 4:00 pm to 6:00 pm) and included cars, trucks, buses, pedestrians and bicycles. From these counts, the peak one-hour AM and PM periods were identified.

In a July 2014 update to the aforementioned December 2013 report, a seasonal adjustment of 1.20 (a.k.a. a 20% increase) was applied to the Existing condition volumes at The Alameda / State Route 156 intersection, in order to approximate peak summer month traffic within the study area. That adjustment was also used in this analysis, and was carried through to the traffic volumes at the Mission Vineyard Road – Breen Road / State Route 156 intersection through adjustment of through traffic between the study intersections. **Exhibit 3** depicts the Existing volumes (with the seasonal adjustment) that are used in this analysis. **Appendix A**, repeated from the earlier report, includes the derivation of the seasonal adjustment factor, which is based upon variations in Caltrans quarterly traffic volumes along the SR 156 corridor over an entire year.

Exhibit 4 summarizes the levels of service of the study intersections. The Alameda / SR 156 intersection operates at LOS C during both the AM and PM peak hours, which is better than the Caltrans level of service standard of the transition from LOS C to LOS D. The Mission Vineyard – Breen / SR 156 intersection operates at an acceptable overall LOS A under both peak hours, but the highest side-street delay (southbound Breen Road approach) is an unacceptable LOS F. **Appendix B** contains the level of service calculations, which utilize the Highway Capacity Manual 2010 methodologies.

B. Existing Plus Project Conditions

The project is a 45-unit residential subdivision. In addition, approximately 20% of the residences will also have an accessory dwelling unit; this equates to 9 additional accessory dwelling units on the study property. To be conservative, the trip generation estimate assumes both the 45 primary units and 9 accessory units will be constructed and occupied.

Exhibit 5 summarizes the project trip generation estimate. This trip generation estimate uses rates from *Trip Generation Manual*, 9th Edition, published by the Institute of Transportation Engineers in 2012.

The project would generate an estimated 479 daily trips, with 38 trips during the AM peak hour (10 in, 28 out) and 50 trips during the PM peak hour (31 in, 19 out).

Note: The analysis within this report is based on a prior site plan that included only 44 units, one less unit than currently proposed. As indicated within **Exhibit 5**, the current project definition (with 45 units) would generate one additional trip during each peak hour. This minimal increase in traffic would represent a negligible effect on the operations of the study intersections and would not change the following conclusions about the operations of the study intersections or potential project impacts.

Project trip distribution represents the percentage of project traffic that would travel to and from the project site at a localized level. **Exhibit 6** graphically depicts the estimated project trip distribution. This distribution was developed based upon the relative locations of compatible land uses and the relative magnitude of the existing traffic volumes within the study area.

Exhibit 6 also depicts the project trip assignment for the new project trips on the study network, using both the aforementioned trip generation and trip distribution to quantify the number of new project trips added to each direction of travel at each of the study intersections.

The trip assignment was added to the Existing volumes to create the Existing Plus Project volumes shown on **Exhibit 7**.

Exhibit 4 summarizes the levels of service of the study intersections under Existing Plus Project conditions. Levels of service at both study intersections remain the same as under Existing conditions. **Appendix B** contains the level of service calculations under Existing Plus Project conditions.

The City of San Juan Bautista does not have an established significance criteria. The following will be used to evaluate significant impacts to the surrounding street system (see next page):

Signalized Intersection: An impact would be significant if:

- The project would cause operations to deteriorate from acceptable conditions (i.e. LOS A, B or C) to unacceptable conditions (i.e. LOS D, E, or F); or
- If operations are already unacceptable (i.e. LOS D, E or F), the project would add 5.0 seconds of delay, compared to "without project" conditions.

Unsignalized Intersection: An impact would be significant if:

- The project would cause side-street operations to either deteriorate to unacceptable LOS F conditions or would add one peak hour trip to an intersection with side-street operations at unacceptable LOS F under "without project" conditions; and
- The intersection meets any volume- or delay-based traffic signal warrant.

Operations at The Alameda / SR 156 would continue to operate at an acceptable LOS C; therefore the project would not represent a significant impact at this intersection under Existing Plus Project conditions.

Side-street operations of the Mission Vineyard – Breen / SR 156 intersection would continue to operate at an unacceptable LOS F (specifically the southbound Breen Road approach). However, neither of the Caltrans peak hour signal warrants (volume or delay) is met under Existing Plus Project conditions. Therefore, the project would not represent a significant impact at this intersection under Existing Plus Project conditions.

C. Cumulative Conditions

Cumulative Conditions represent projected traffic operations in the Year 2035, or 20 to 22 years into the future. This scenario includes both traffic from the proposed project, (i.e. **Exhibit 6**), other pending projects in the area (such as the approved gas station and restaurant project on The Alameda at SR 156), and additional future traffic growth at The Alameda / SR 156 intersection. This additional future traffic growth is the same level of growth used in the December 2013 and July 2014 update of the aforementioned gas station and restaurant project, namely 2% per year (for 22 years) for mainline traffic on SR 156 and 0.5% per year (for 22 years) for all other movements at the intersection. The future traffic growth at The Alameda / SR 156 intersection was also extended to the mainline traffic on SR 156 at the adjacent Mission Vineyard – Breen / SR 156 intersection. Cumulative Condition traffic volumes are depicted within **Exhibit 8**.

Exhibit 4 summarizes the levels of service of the study intersections under Cumulative conditions. The Alameda / SR 156 intersection would continue to operate at LOS C during PM peak hour, but would operate at a deficient LOS D during the AM peak hour. The Mission Vineyard – Breen / SR 156 intersection operates at an acceptable overall LOS A (AM) and LOS B (PM), but the highest side-street delay (southbound Breen Road approach) remains an unacceptable LOS F. **Appendix B** contains the level of service calculations under Cumulative conditions.

As operations at The Alameda / SR 156 intersection during the AM peak hour worsen to an unacceptable LOS D under Cumulative conditions, the project would represent a significant impact at this intersection under Cumulative conditions. The previously recommended improvement at this intersection (i.e. for the aforementioned gas station and restaurant project) is the addition of an exclusive eastbound right turn lane. However, this improvement alone would not result in acceptable operations. It is also recommended that the project add a right turn overlap signal phase to the eastbound right turn movement. Both improvements together (i.e. the exclusive eastbound right turn lane and the eastbound right turn overlap signal phase) would result in acceptable operations at this intersection and lessen the project impact to a less-than-significant level. The project would be responsible for its fair-share contribution towards these improvements – 20% of the cost of both improvements – based upon the its percentage of the added traffic to the eastbound right turn movement at The Alameda / SR 156 intersection.

Side-street operations of the Mission Vineyard – Breen / SR 156 intersection would continue to operate at an unacceptable LOS F under Cumulative conditions (specifically the southbound Breen Road approach during the AM and PM peak hours and the northbound Mission Vineyard Road approach during the PM peak hour). However, neither of the Caltrans peak hour signal warrants (volume and delay) are met under Cumulative conditions. Therefore, the project would not represent a significant impact at this intersection under Cumulative conditions.

Note: **Appendix D** of this report contains updated Cumulative conditions volumes and an AM peak hour improvement level of service calculation with the revised project definition, i.e. 45 primary units and 9 accessory units. As previously indicated in Section B of this letter report, the updated improvement level of service calculations show no change in operations from those with the prior project definition. Therefore, the recommended improvements would continue to lessen the project impact to a less-than-significant level.

D. Site Access and Internal Circulation

There is little through traffic on San Juan – Hollister Highway, the roadway onto which the project has its vehicular access. The project also would generate a relatively low number of trips. Therefore, both of the project access points are anticipated to operate acceptably.

The proposed site plan is shown on **Exhibit 2**. Adequate access to all of the proposed parcels is provided from the proposed internal street system. All of the internal roadways are 56 feet wide, which provides sufficient room for a travel lane and parking aisle in both directions.

E. Impact Fees

The project would be responsible for payment of the San Benito County Transportation Impact Mitigation Fee. None of the identified mitigation improvements are funded by this fee.

Hatch Mott MacDonald

F. Conclusion

In summary, the study project would generate an estimated 479 daily trips, with 38 trips during the AM peak hour and 50 trips during the PM peak hour.

The project would not impact the operations of the surrounding street network under Existing Plus Project conditions. However, the project would impact the surrounding street system under Cumulative conditions. The implementation of both an exclusive eastbound right turn lane and an eastbound right turn overlap signal phase at The Alameda / SR 156 intersection would result in acceptable operations at this intersection, and reduce the project's impact to a less-than-significant level. The project would be responsible for its fair-share contribution towards these improvements – 20% of the cost of both improvements.

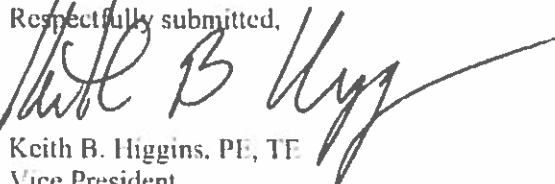
Both of the project access points are anticipated to operate acceptably.

The proposed site plan provides access to all of the proposed parcels from the proposed internal street system. The internal roadways provide sufficient room for a travel lane and parking aisle in both directions.

The project would be responsible for payment of the San Benito County Transportation Impact Mitigation Fee. None of the identified mitigation improvements are funded by this fee.

If you have any questions regarding this analysis or need additional information, please do not hesitate to contact Jeff Waller at your convenience. Thank you for the opportunity to assist you with this project.

Respectfully submitted,



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kbh; jmw
enclosures

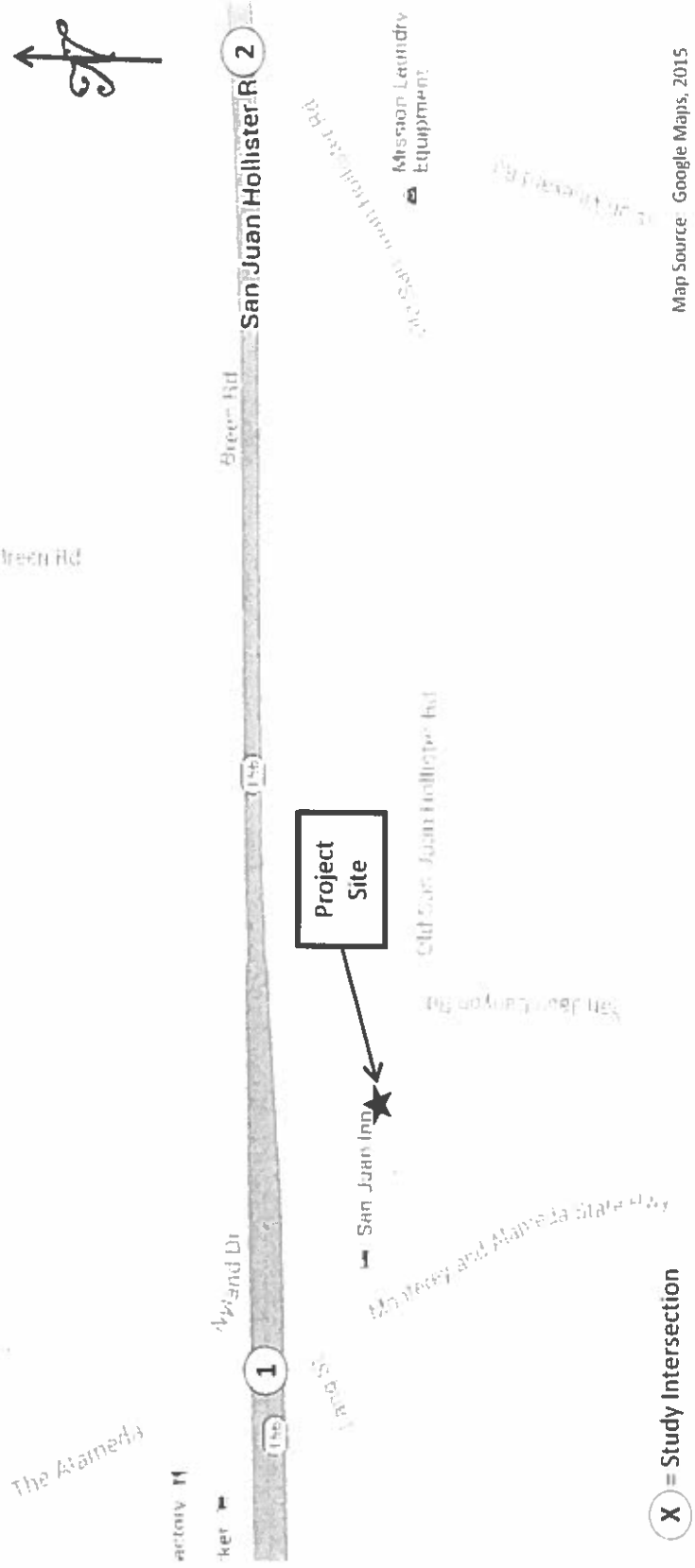
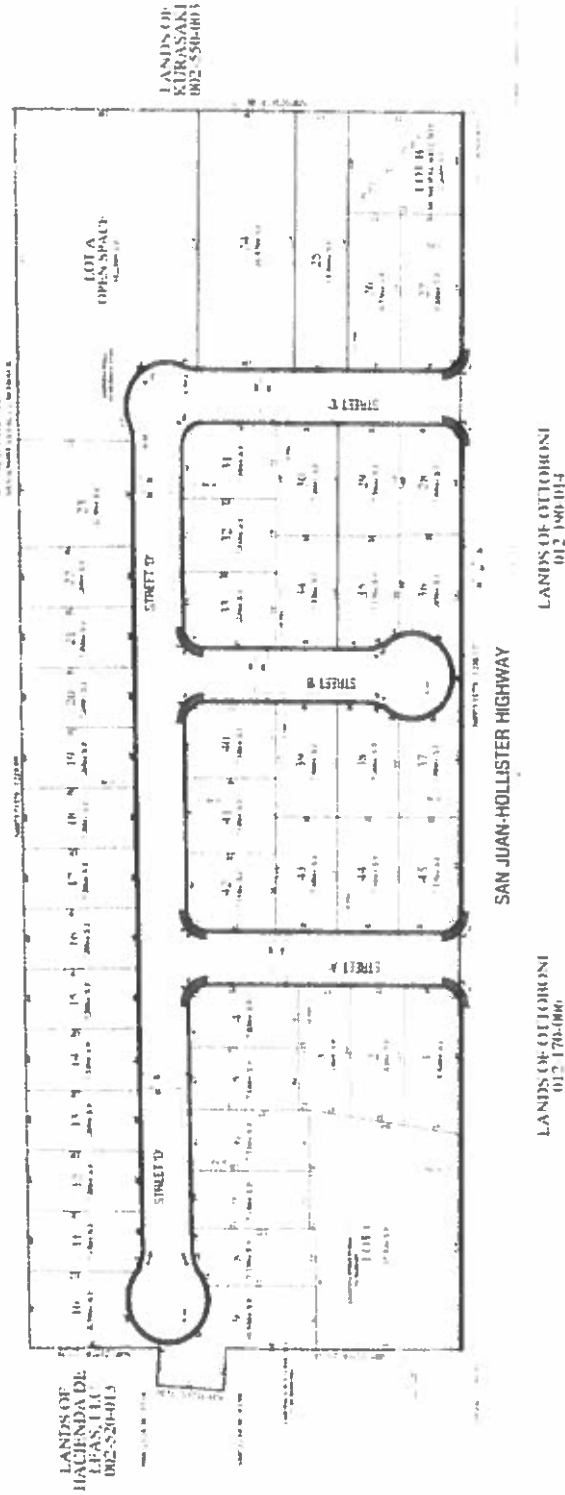


EXHIBIT 1 Project Location Map

STATE HIGHWAY 156



Source: Ruggeri-Jensen-Azar, December 22, 2015.

EXHIBIT 2 Project Site Plan

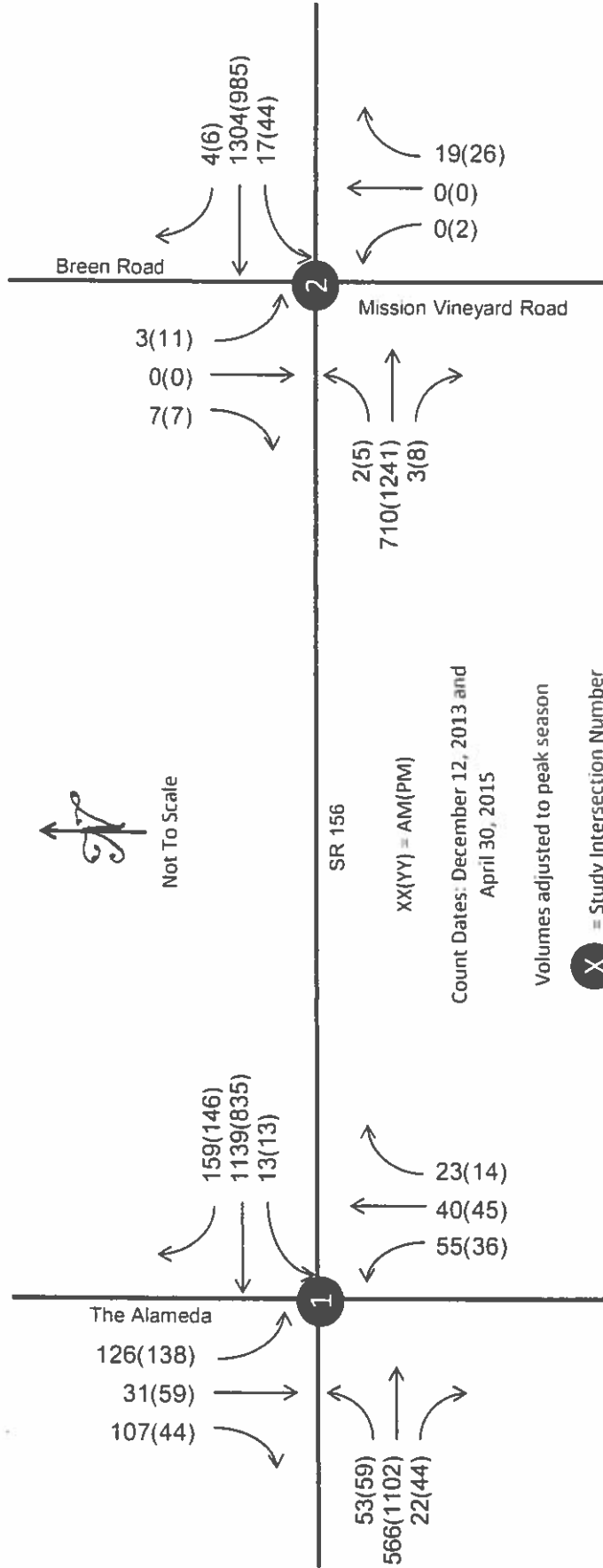


EXHIBIT 3 **Existing Conditions** **AM and PM Peak Hour Volumes**

	N-S Street	E-W Street	Existing Lane Configuration	Existing Intersection Control	LOS Standard	Existing Conditions				Existing Plus Project Conditions				Cumulative Conditions	
						AM Peak Hr		PM Peak Hr		AM Peak Hr		PM Peak Hr		AM Peak Hr Delay (sec)	PM Peak Hr Delay (sec)
						Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS		
1	The Alameda	State Route 156	NB 1-L/T, 1-R SB 1-L, 1-T/R EB 1-L, 1-T, 1-T/R WB 1-L, 2-T, 1-R	Signal With Improvement	C/D	26.5	C	25.3	C	27.1	C	26.1	C	35.5	D
														34.9	C
2	Mission Vineyard Road - Green Road	State Route 156	NB 1-L/T, 1-R* SB 1-L/T, 1-R* EB 1-L, 1-T/R WB 1-L, 1-T/R	One-Way Stop (Side Street)	C/D (E)	0.5 69.2	A F	2.7 254.6	A F	0.6 71.3	A F	2.9 276.3	A F	0.8 159.6	A F
														10.3 1,517.1	B F

NOTES

1. L, T, R = Left, Through, Right.
2. NB, SB, EB, WB = Northbound, Southbound, Eastbound, Westbound.
3. * = Lane configuration reflect fact that this approach flares out at the intersection, allowing right turn movements side by side with through and left turn movements.
4. Analysis performed using 2010 Highway Capacity Manual methodologies.
5. Overall level of service standard for Caltrans is the threshold between LOS C and D.
6. Worst approach level of service standard is generally LOS E. Level of service "F" is the level of service at which improvements would be required.
7. Delay and level of service results reflect peak season operations (i.e. August).

EXHIBIT 4 Intersection Levels of Service

Trip Generation - Copperleaf Subdivision											
TRIP GENERATION RATES		ITE LAND USE CODE	DAILY TRIP RATE	AM PEAK HOUR			PM PEAK HOUR				
				PEAK HOUR RATE	% OF ADT	% IN	PEAK HOUR RATE	% OF ADT	% IN	% OUT	
Single-Family Detached Housing (per unit) ¹		210	9.52	0.75	8%	25%	1.00	11%	63%	37%	
Accessory Dwelling Units (per unit) ²		-	5.65	0.43	8%	20%	0.53	9%	65%	35%	
GENERATED TRIPS		PROJECT SIZE	DAILY TRIPS	AM PEAK HOUR			PM PEAK HOUR				
				PEAK HOUR TRIPS	% OF ADT	TRIPS IN	PEAK HOUR TRIPS	% OF ADT	TRIPS IN	TRIPS OUT	
Proposed Uses											
Single-Family Detached Housing		45 units	428	34	8%	9	45	11%	28	17	
Accessory Dwelling Units		9 units	51	4	8%	1	5	10%	3	2	
Total Project Trip Generation:			479	38		10	50		31	19	
Analyzed Project Trip Generation: ⁴			<u>470</u>	<u>37</u>		<u>9</u>	<u>49</u>		<u>31</u>	<u>18</u>	
Net Difference:			9	1		1	1		0	1	

Notes:

1. Trip generation rates from Institute of Transportation Engineers, *Trip Generation Manual*, 9th Edition, 2012, unless otherwise noted.
2. *Trip Generation Manual* does not provide trip rates for Accessory Dwelling Units (a.k.a. "Granny Units", or a secondary smaller housing unit on the same parcel as the primary house). It is assumed that Accessory Dwelling Units generate 85% of the Apartment (Land Use # 220) trip rates.
3. It is assumed that the number of Accessory Dwelling Units is equal to 20% of the maximum number of Single-Family Detached Housing proposed for the project site, or 9 units.
4. Trip generation analyzed within this study was for 44 single-family units and 9 accessory dwelling units, or one fewer single-family unit than identified on the current site plan. The difference in trip generation would have a negligible effect on traffic operations.

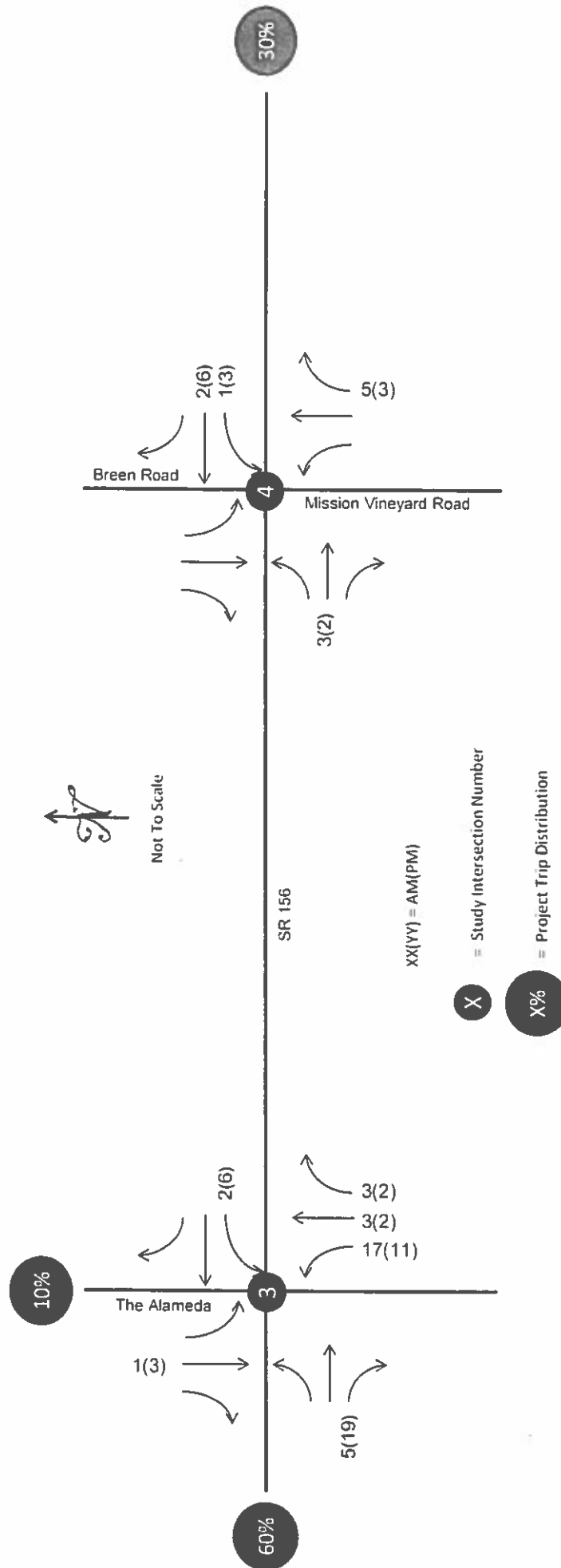


EXHIBIT 6 **Project Trip Distribution and Assignment** **AM and PM Peak Hour Volumes**

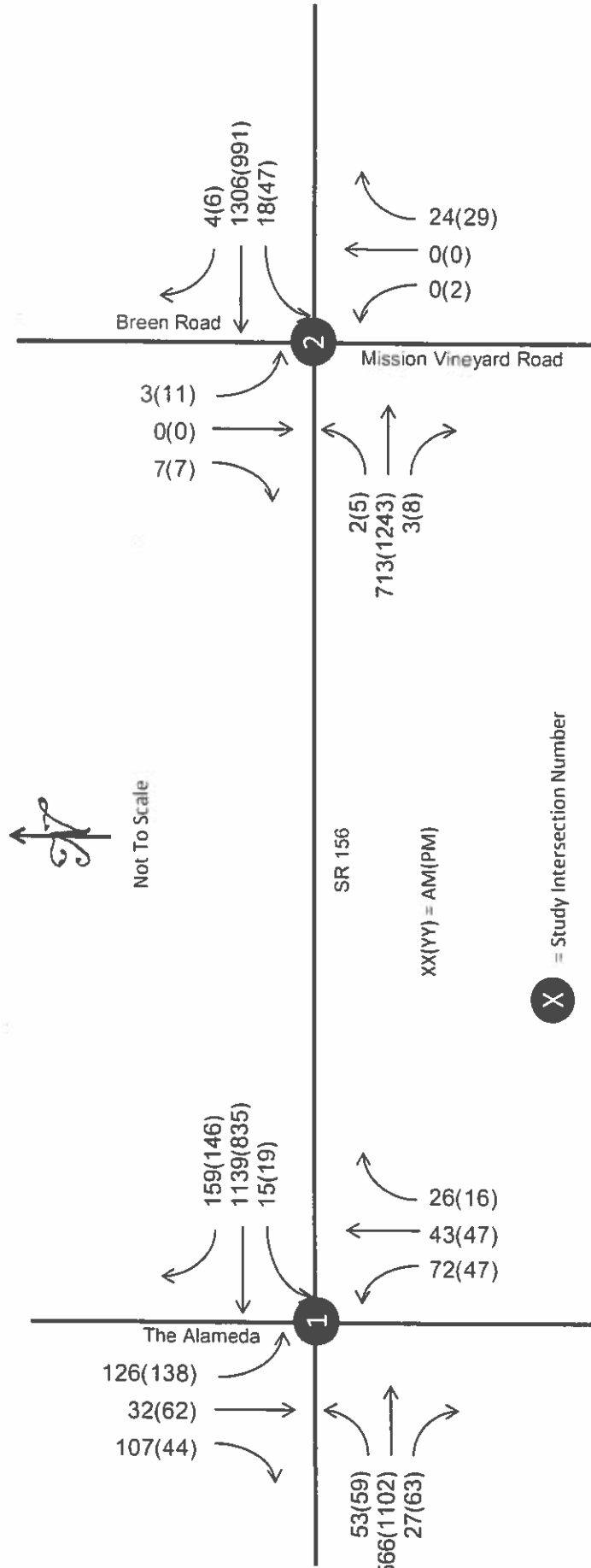


EXHIBIT 7 **Existing Plus Project Conditions** **AM and PM Peak Hour Volumes**

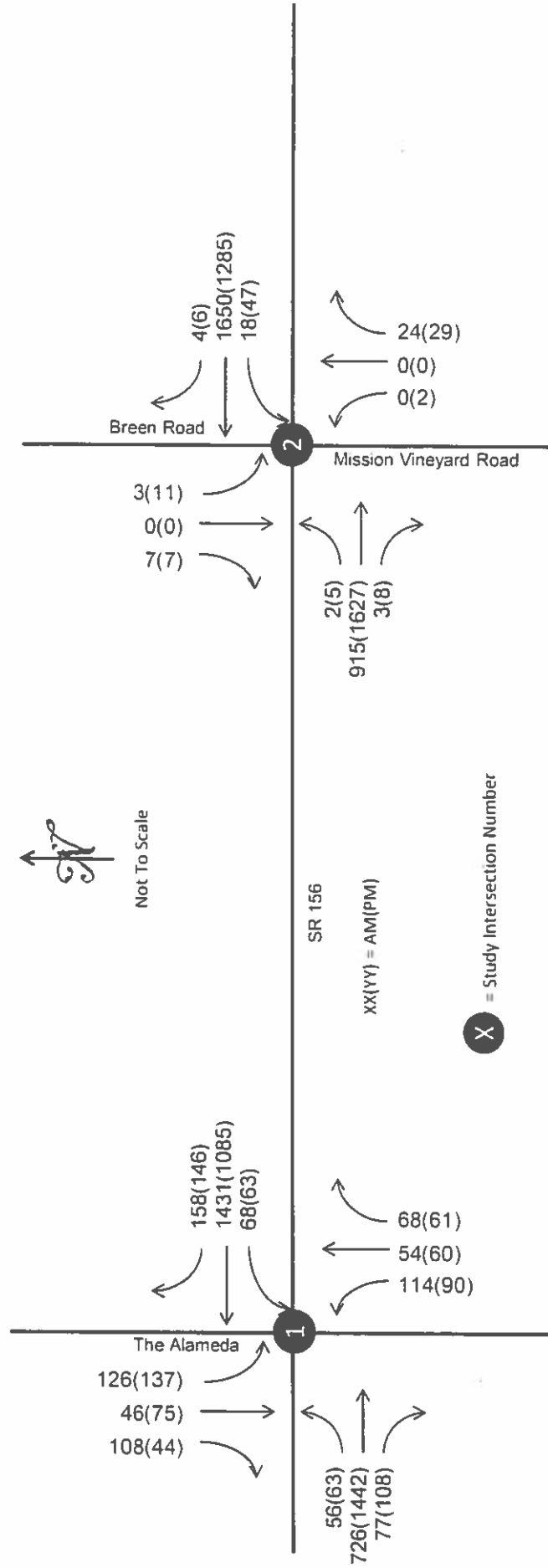


EXHIBIT 8 **Cumulative Conditions** **AM and PM Peak Hour Volumes**

APPENDIX A

SEASONAL ADJUSTMENT
FACTOR

03/15/2007

CALTRANS TRAFFIC VOLUMES

PAGE # 1

11:30:25

MONTHLY AVERAGE DAILY TRAFFIC L R AND I FACTORS

DISTRICT COUNTY ROUTE POSTMILE - LEG
05 SBT 156 000.000 - A

Traffic Station : 249
Location Type : C
Lanes : East 1 West 1
Lane Code : 1

Location Description

NORTH JCT. RTE. 101, SAN JUAN BAUTISTA

DIR	DAY	FACTORS		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AADT
		L	R													
E	SUN	0.832	0.320		5011			9900			9833			8350		8274
E	MON	0.904	0.348		4798			10687			10746			9717		8987
E	TUE	1.000	0.219		7533	7533		11143			10920			10167		9941
E	WED	1.026	0.179		8200	8200		11207			10986			10433		10207
E	THU	1.045	0.185		8282			11448			11171			10655		10389
E	FRI	1.153	0.211		9231			12661			12365			11594		11463
E	SAT	1.041	0.236		8364			11395			11658			10002		10355
Avg		1.000	0.243		7346			11206			11097			10131		9945
W	SUN	0.887	0.170		9144			11197			10691			8915		9987
W	MON	0.998	0.118		10336			11865			11939			10820		11240
W	TUE	0.976	0.083		10256	10256		11578			11322			10769		10981
W	WED	1.004	0.109		10265	10265		11780			12050			11105		11300
W	THU	1.029	0.125		10362			12157			12411			11387		11574
W	FRI	1.137	0.128		11952			13489			13544			12200		12796
W	SAT	0.969	0.119		10155			11551			11510			10337		10913
Avg		1.000	0.122		10353			11945			11938			10790		11257
T	SUN	0.861	0.241		14155			21097			20524			17265		18260
T	MON	0.954	0.226		15134			22552			22685			20537		20327
T	TUE	0.987	0.147		17789	17789		22721			22242			20936		20322
T	WED	1.014	0.142		18465	18465		22987			23036			21538		21507
T	THU	1.036	0.153		18644			23605			23582			22042		21966
T	FRI	1.144	0.167		21183			26150			25909			23794		24259
T	SAT	1.003	0.173		18519			22946			23268			20339		21268
Avg		1.000	0.178		17698			23151			23035			20922		21202
Factors					-0.928			0.516			0.486			-0.074		
R * I					-0.166			0.092			0.087			-0.013		























Factor = $23035/17698 = 1.30 \rightarrow$ February to August
 $= 23035/20922 = 1.10 \rightarrow$ November to August

APPENDIX B

LEVEL OF SERVICE
CALCULATIONS

HCM 2010 Signalized Intersection Summary
1: The Alameda & SR 156

Existing AM
with Seasonal Adjustment

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Lane Configurations												
Volume (veh/h)	53	566	22	13	1139	159	55	40	23	126	31	107
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		1.00
Parking Bus. Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1696	1696	1900	1712	1712	1712	1900	1759	1759	1810	1810	1900
Adj Flow Rate, veh/h	57	609	24	14	1225	171	59	43	25	135	33	115
Adj No. of Lanes	1	2	0	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh. %	12	12	12	11	11	11	8	8	8	5	5	5
Cap, veh/h	125	1318	52	167	1440	644	108	79	162	233	48	166
Arrive On Green	0.08	0.42	0.42	0.10	0.44	0.44	0.11	0.11	0.11	0.13	0.13	0.13
Sat Flow, veh/h	1616	3162	124	1630	3252	1455	989	721	1482	1723	354	1232
Grp Volume(v), veh/h	57	310	323	14	1225	171	102	0	25	135	0	148
Grp Sat Flow(s),veh/h/ln	1616	1612	1674	1630	1626	1455	1710	0	1482	1723	0	1586
Q Serve(g_s), s	3.0	12.2	12.2	0.7	29.5	6.5	5.0	0.0	1.3	6.4	0.0	7.8
Cycle Q Clear(g_c), s	3.0	12.2	12.2	0.7	29.5	6.5	5.0	0.0	1.3	6.4	0.0	7.8
Prop In Lane	1.00		0.07	1.00		1.00	0.58		1.00	1.00		0.78
Lane Grp Cap(c), veh/h	125	672	698	167	1440	644	186	0	162	233	0	214
V/C Ratio(X)	0.46	0.46	0.46	0.08	0.85	0.27	0.55	0.00	0.15	0.58	0.00	0.69
Avail Cap(c_a), veh/h	172	736	765	173	1485	664	195	0	169	787	0	724
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	38.7	18.4	18.4	35.6	21.8	15.4	37.0	0.0	35.4	35.6	0.0	36.1
Incr Delay (d2), s/veh	2.6	0.7	0.7	0.2	5.0	0.3	2.9	0.0	0.4	2.3	0.0	4.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	5.6	5.8	0.3	14.1	2.7	2.5	0.0	0.6	3.2	0.0	3.6
LnGrp Delay(d),s/veh	41.3	19.1	19.1	35.8	26.9	15.7	39.9	0.0	35.8	37.8	0.0	40.1
LnGrp LOS	D	B	B	D	C	B	D		D	D		D
Approach Vol, veh/h		690			1410			127			283	
Approach Delay, s/veh		21.0			25.6			39.1			39.0	
Approach LOS		C			C			D			D	
Phs	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	42.9		17.1	10.5	45.2		14.8				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	9.3	40.0		40.0	9.3	40.0		10.0				
Max Q Clear Time (g_c+1), s	2.7	14.2		9.8	5.0	31.5		7.0				
Green Ext Time (p_c), s	0.0	18.4		1.3	0.0	7.3		0.1				
Intersection Summary												
HCM 2010 Ctrl Delay			26.5									
HCM 2010 LOS			C									

HCM 2010 TWSC
2: Mission Vineyard Rd/Breen Rd & SR 156

Existing AM
with Seasonal Adjustment

Intersection

Int Delay, s/veh 0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Vol, veh/h	2	710	3	17	1304	4	0	0	19	3	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	Stop	-	-	Stop
Storage Length	235	-	-	145	-	-	-	-	50	-	-	50
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	14	14	14	11	11	11	11	11	11	10	10	10
Mvmt Flow	2	780	3	19	1433	4	0	0	21	3	0	8























Major 1	Minor 1	Major 2	Minor 2	Major 3	Minor 3							
Conflicting Flow All	1437	0	0	784	0	0	2259	2261	782	2259	2261	1435
Stage 1	-	-	-	-	-	-	786	786	-	1473	1473	-
Stage 2	-	-	-	-	-	-	1473	1475	-	786	788	-
Critical Hdwy	4.24	-	-	4.21	-	-	7.21	6.61	6.31	7.2	6.6	6.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.21	5.61	-	6.2	5.6	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.21	5.61	-	6.2	5.6	-
Follow-up Hdwy	2.326	-	-	2.299	-	-	3.599	4.099	3.399	3.59	4.09	3.39
Pot Cap-1 Maneuver	437	-	-	796	-	-	27	39	380	28	39	157
Stage 1	-	-	-	-	-	-	372	390	-	151	183	-
Stage 2	-	-	-	-	-	-	151	182	-	374	391	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	437	-	-	796	-	-	25	38	380	26	38	157
Mov Cap-2 Maneuver	-	-	-	-	-	-	25	38	-	26	38	-
Stage 1	-	-	-	-	-	-	370	388	-	150	179	-
Stage 2	-	-	-	-	-	-	140	178	-	352	389	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.1	15	69.2
HCM LOS			C	F

Minor Lane Movement	NBL	NBL	EBL	EBT	EBR	WBL	WBT	WBR	SEB	SEB	SEB
Capacity (veh/h)	-	380	437	-	-	796	-	-	26	157	-
HCM Lane V/C Ratio	-	0.055	0.005	-	-	0.023	-	-	0.127	0.049	-
HCM Control Delay (s)	0	15	13.3	-	-	9.6	-	-	162.6	29.1	-
HCM Lane LOS	A	C	B	-	-	A	-	-	F	D	-
HCM 95th %ile Q(veh)	-	0.2	0	-	-	0.1	-	-	0.4	0.2	-

HCM 2010 Signalized Intersection Summary 1: The Alameda & SR 156

Existing PM
with Seasonal Adjustment

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	59	1102	44	13	835	146	36	45	14	138	59	44
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1900	1776	1776	1776	1900	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	61	1148	46	14	870	152	38	47	15	144	61	46
Adj No. of Lanes	1	2	0	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	5	5	5	7	7	7	2	2	2	2	2	2
Cap, veh/h	137	1453	58	173	1534	683	85	105	162	224	124	94
Arrive On Green	0.08	0.43	0.43	0.10	0.45	0.45	0.10	0.10	0.10	0.13	0.13	0.13
Sat Flow, veh/h	1723	3369	135	1691	3374	1503	815	1007	1562	1774	984	742
Grp Volume(v), veh/h	61	586	608	14	870	152	85	0	15	144	0	107
Grp Sat Flow(s),veh/h/ln	1723	1719	1785	1691	1687	1503	1822	0	1562	1774	0	1726
Q Serve(g_s), s	3.0	25.8	25.8	0.7	16.6	5.4	3.8	0.0	0.8	6.8	0.0	5.1
Cycle Q Clear(g_c), s	3.0	25.8	25.8	0.7	16.6	5.4	3.8	0.0	0.8	6.8	0.0	5.1
Prop In Lane	1.00		0.08	1.00		1.00	0.45		1.00	1.00		0.43
Lane Grp Cap(c), veh/h	137	742	770	173	1534	683	189	0	162	224	0	218
V/C Ratio(X)	0.45	0.79	0.79	0.08	0.57	0.22	0.45	0.00	0.09	0.64	0.00	0.49
Avail Cap(c_a), veh/h	183	778	808	179	1534	683	210	0	180	813	0	790
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	38.6	21.5	21.5	35.6	17.6	14.5	37.0	0.0	35.6	36.5	0.0	35.7
Incr Delay (d2), s/veh	2.3	5.7	5.5	0.2	0.6	0.2	1.7	0.0	0.2	3.1	0.0	1.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	13.4	13.8	0.3	7.9	2.3	2.0	0.0	0.3	3.5	0.0	2.5
LnGrp Delay(d),s/veh	40.8	27.2	27.0	35.8	18.2	14.8	38.6	0.0	35.8	39.5	0.0	37.4
LnGrp LOS	D	C	C	D	B	B	D		D	D		D
Approach Vol, veh/h	1255			1036			100			251		
Approach Delay, s/veh	27.8			17.9			38.2			38.6		
Approach LOS	C			B			D			D		
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	44.3		16.4	10.7	46.3		14.4				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	9.3	39.7		40.2	9.3	39.7		10.1				
Max Q Clear Time (g_c+l1), s	2.7	27.8		8.8	5.0	18.6		5.8				
Green Ext Time (p_c), s	0.0	10.1		1.0	0.0	16.7		0.1				
Intersection Summary												
HCM 2010 Ctrl Delay	25.3											
HCM 2010 LOS	C											

HCM 2010 TWSC
2: Mission Vineyard Rd/Breen Rd & SR 156

Existing PM
with Seasonal Adjustment

Intersection

Int Delay, s/veh 2.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Vol, veh/h	5	1241	8	44	985	6	2	0	26	11	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	Stop	-	-	Stop
Storage Length	235	-	-	145	-	-	-	-	50	-	-	50
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	97	97	97	97	97	97	97	97	97
Heavy Vehicles, %	9	9	9	11	11	11	7	7	7	11	11	11
Mvmt Flow	5	1279	8	45	1015	6	2	0	27	11	0	7























Major/Minor	Major 1			Major 2			Minor 1			Minor 2		
Conflicting Flow All	1022	0	0	1288	0	0	2403	2406	1284	2403	2407	1019
Stage 1	-	-	-	-	-	-	1294	1294	-	1109	1109	-
Stage 2	-	-	-	-	-	-	1109	1112	-	1294	1298	-
Critical Hdwy	4.19	-	-	4.21	-	-	7.17	6.57	6.27	7.21	6.61	6.31
Critical Hdwy Stg 1	-	-	-	-	-	-	6.17	5.57	-	6.21	5.61	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.17	5.57	-	6.21	5.61	-
Follow-up Hdwy	2.281	-	-	2.299	-	-	3.563	4.063	3.363	3.599	4.099	3.399
Pot Cap-1 Maneuver	653	-	-	509	-	-	22	32	196	21	31	276
Stage 1	-	-	-	-	-	-	195	228	-	244	275	-
Stage 2	-	-	-	-	-	-	249	278	-	191	222	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	653	-	-	509	-	-	20	29	196	17	28	276
Mov Cap-2 Maneuver	-	-	-	-	-	-	20	29	-	17	28	-
Stage 1	-	-	-	-	-	-	194	226	-	242	251	-
Stage 2	-	-	-	-	-	-	221	253	-	164	220	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.5	39	254.6
HCM LOS			E	F

Minor Lane Map (Mvmt)	NBL	NBL2	EBL	EBT	EBR	WBL	WBT	WBR	SEB	SEB2
Capacity (veh/h)	20	196	653	-	-	509	-	-	17	276
HCM Lane V/C Ratio	0.103	0.137	0.008	-	-	0.089	-	-	0.667	0.026
HCM Control Delay (s)	204.7	26.3	10.6	-	-	12.8	-	-	404.9	18.4
HCM Lane LOS	F	D	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.3	0.5	0	-	-	0.3	-	-	1.7	0.1

HCM 2010 Signalized Intersection Summary
1: The Alameda & SR 156

Existing Plus Project AM
with Seasonal Adjustment

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SEB
Lane Configurations												
Volume (veh/h)	53	566	27	15	1139	159	72	43	26	126	32	107
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1696	1696	1900	1712	1712	1712	1900	1759	1759	1810	1810	1900
Adj Flow Rate, veh/h	57	609	29	16	1225	171	77	46	28	135	34	115
Adj No. of Lanes	1	2	0	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	12	12	12	11	11	11	8	8	8	5	5	5
Cap, veh/h	124	1303	62	167	1436	642	118	71	164	233	49	166
Arrive On Green	0.08	0.42	0.42	0.10	0.44	0.44	0.11	0.11	0.11	0.14	0.14	0.14
Sat Flow, veh/h	1616	3133	149	1630	3252	1455	1068	638	1482	1723	362	1225
Grp Volume(v), veh/h	57	313	325	16	1225	171	123	0	28	135	0	149
Grp Sat Flow(s), veh/h/ln	1616	1612	1670	1630	1626	1455	1706	0	1482	1723	0	1587
Q Serve(g_s), s	3.0	12.4	12.4	0.8	29.7	6.5	6.1	0.0	1.5	6.5	0.0	7.9
Cycle Q Clear(g_c), s	3.0	12.4	12.4	0.8	29.7	6.5	6.1	0.0	1.5	6.5	0.0	7.9
Prop In Lane	1.00		0.09	1.00		1.00	0.63		1.00	1.00		0.77
Lane Grp Cap(c), veh/h	124	670	695	167	1436	642	189	0	164	233	0	215
V/C Ratio(X)	0.46	0.47	0.47	0.10	0.85	0.27	0.65	0.00	0.17	0.58	0.00	0.69
Avail Cap(c_a), veh/h	171	733	760	172	1479	662	194	0	169	784	0	722
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	38.8	18.6	18.6	35.8	22.0	15.5	37.5	0.0	35.4	35.7	0.0	36.3
Incr Delay (d2), s/veh	2.6	0.7	0.7	0.2	5.2	0.3	7.2	0.0	0.5	2.3	0.0	4.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	1.4	5.6	5.8	0.4	14.3	2.7	3.2	0.0	0.6	3.2	0.0	3.7
LnGrp Delay(d), s/veh	41.5	19.3	19.3	36.0	27.2	15.9	44.7	0.0	35.9	37.9	0.0	40.3
LnGrp LOS	D	B	B	D	C	B	D		D	D		D
Approach Vol, veh/h		695			1412			151			284	
Approach Delay, s/veh		21.1			25.9			43.1			39.1	
Approach LOS		C			C			D			D	
Phase	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	43.0		17.2	10.5	45.2		15.1				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	9.3	40.0		40.0	9.3	40.0		10.0				
Max Q Clear Time (g_c+I1), s	2.8	14.4		9.9	5.0	31.7		8.1				
Green Ext Time (p_c), s	0.0	18.3		1.3	0.0	7.1		0.1				
Intersection Summary												
HCM 2010 Ctrl Delay			27.1									
HCM 2010 LOS			C									

HCM 2010 TWSC
2: Mission Vineyard Rd/Breen Rd & SR 156

Existing Plus Project AM
with Seasonal Adjustment

Intersection

Int Delay, s/veh 0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Vol, veh/h	2	713	3	18	1306	4	0	0	24	3	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	Stop	-	-	Stop
Storage Length	235	-	-	145	-	-	-	-	50	-	-	50
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	14	14	14	11	11	11	11	11	11	10	10	10
Mvmt Flow	2	784	3	20	1435	4	0	0	26	3	0	8























Major/Minor	Major 1	Major 2	Major 3	Major 4	Major 5	Major 6	Major 7	Major 8	Major 9	Major 10	Major 11	Major 12
Conflicting Flow All	1440	0	0	787	0	0	2267	2269	785	2267	2268	1437
Stage 1	-	-	-	-	-	-	790	790	-	1477	1477	-
Stage 2	-	-	-	-	-	-	1477	1479	-	790	791	-
Critical Hdwy	4.24	-	-	4.21	-	-	7.21	6.61	6.31	7.2	6.6	6.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.21	5.61	-	6.2	5.6	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.21	5.61	-	6.2	5.6	-
Follow-up Hdwy	2.326	-	-	2.299	-	-	3.599	4.099	3.399	3.59	4.09	3.39
Pot Cap-1 Maneuver	436	-	-	794	-	-	27	38	379	27	38	157
Stage 1	-	-	-	-	-	-	370	389	-	151	183	-
Stage 2	-	-	-	-	-	-	150	181	-	372	390	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	436	-	-	794	-	-	25	37	379	25	37	157
Mov Cap-2 Maneuver	-	-	-	-	-	-	25	37	-	25	37	-
Stage 1	-	-	-	-	-	-	368	387	-	150	178	-
Stage 2	-	-	-	-	-	-	139	176	-	345	388	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.1	15.2	71.3
HCM LOS			C	F

Minor Lane Major Mvmt	NBL	NBL	NBL	EBL	EBT	EBR	WBL	WBT	WBR	SEB	SEB	SEB
Capacity (veh/h)	-	379	436	-	-	794	-	-	25	157	-	-
HCM Lane V/C Ratio	-	0.07	0.005	-	-	0.025	-	-	0.132	0.049	-	-
HCM Control Delay (s)	0	15.2	13.3	-	-	9.7	-	-	169.8	29.1	-	-
HCM Lane LOS	A	C	B	-	-	A	-	-	F	D	-	-
HCM 95th %tile Q(veh)	-	0.2	0	-	-	0.1	-	-	0.4	0.2	-	-

HCM 2010 Signalized Intersection Summary
1: The Alameda & SR 156

Existing Plus Project PM
with Seasonal Adjustment

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Lane Configurations												
Volume (veh/h)	59	1102	63	19	835	146	47	47	16	138	62	44
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		0.99
Parking Bus. Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1900	1776	1776	1776	1900	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	61	1148	66	20	870	152	49	49	17	144	65	46
Adj No. of Lanes	1	2	0	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh. %	5	5	5	7	7	7	2	2	2	2	2	2
Cap, veh/h	136	1424	82	173	1531	682	97	97	167	223	127	90
Arrive On Green	0.08	0.43	0.43	0.10	0.45	0.45	0.11	0.11	0.11	0.13	0.13	0.13
Sat Flow, veh/h	1723	3305	190	1691	3374	1503	909	909	1562	1774	1013	717
Grp Volume(v), veh/h	61	597	617	20	870	152	98	0	17	144	0	111
Grp Sat Flow(s),veh/h/ln	1723	1719	1775	1691	1687	1503	1817	0	1562	1774	0	1730
Q Serve(g_s), s	3.0	26.7	26.7	0.9	16.7	5.4	4.5	0.0	0.9	6.8	0.0	5.3
Cycle Q Clear(g_c), s	3.0	26.7	26.7	0.9	16.7	5.4	4.5	0.0	0.9	6.8	0.0	5.3
Prop In Lane	1.00		0.11	1.00		1.00	0.50		1.00	1.00		0.41
Lane Grp Cap(c), veh/h	136	741	765	173	1531	682	194	0	167	223	0	217
V/C Ratio(X)	0.45	0.81	0.81	0.12	0.57	0.22	0.51	0.00	0.10	0.65	0.00	0.51
Avail Cap(c_a), veh/h	182	774	799	178	1531	682	208	0	179	809	0	789
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	38.8	21.9	21.9	36.0	17.7	14.6	37.2	0.0	35.6	36.7	0.0	36.0
Incr Delay (d2), s/veh	2.3	6.4	6.3	0.3	0.6	0.2	2.0	0.0	0.3	3.1	0.0	1.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	13.9	14.4	0.5	7.9	2.3	2.4	0.0	0.4	3.5	0.0	2.6
LnGrp Delay(d),s/veh	41.1	28.3	28.2	36.3	18.3	14.9	39.2	0.0	35.8	39.8	0.0	37.9
LnGrp LOS	D	C	C	D	B	B	D		D	D		D
Approach Vol, veh/h		1275			1042			115			255	
Approach Delay, s/veh		28.8			18.2			38.7			39.0	
Approach LOS		C			B			D			D	
Phs	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	44.4		16.4	10.7	46.4		14.7				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	9.3	39.7		40.2	9.3	39.7		10.1				
Max Q Clear Time (g_c+I1), s	2.9	28.7		8.8	5.0	18.7		6.5				
Green Ext Time (p_c), s	0.0	9.3		1.1	0.0	16.7		0.1				
Intersection Summary												
HCM 2010 Ctrl Delay				26.1								
HCM 2010 LOS				C								

HCM 2010 TWSC
2: Mission Vineyard Rd/Breen Rd & SR 156

Existing Plus Project PM
with Seasonal Adjustment

Intersection

Int Delay, s/veh 2.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	ASL	ASR	ASR	SEB	SEB	SEB
Vol, veh/h	5	1243	8	47	991	6	2	0	29	11	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	Stop	-	-	Stop
Storage Length	235	-	-	145	-	-	-	-	50	-	-	50
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	97	97	97	97	97	97	97	97	97
Heavy Vehicles, %	9	9	9	11	11	11	7	7	7	11	11	11
Mvmt Flow	5	1281	8	48	1022	6	2	0	30	11	0	7























Movement	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8	Stage 9	Stage 10	Stage 11	Stage 12
Conflicting Flow All	1028	0	0	1290	0	0	2418	2421	1286	2418	2422	1025
Stage 1	-	-	-	-	-	-	1296	1296	-	1122	1122	-
Stage 2	-	-	-	-	-	-	1122	1125	-	1296	1300	-
Critical Hdwy	4.19	-	-	4.21	-	-	7.17	6.57	6.27	7.21	6.61	6.31
Critical Hdwy Stg 1	-	-	-	-	-	-	6.17	5.57	-	6.21	5.61	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.17	5.57	-	6.21	5.61	-
Follow-up Hdwy	2.281	-	-	2.299	-	-	3.563	4.063	3.363	3.599	4.099	3.399
Pot Cap-1 Maneuver	649	-	-	508	-	-	22	31	196	21	30	274
Stage 1	-	-	-	-	-	-	195	227	-	240	271	-
Stage 2	-	-	-	-	-	-	245	274	-	191	222	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	649	-	-	508	-	-	20	28	196	16	27	274
Mov Cap-2 Maneuver	-	-	-	-	-	-	20	28	-	16	27	-
Stage 1	-	-	-	-	-	-	193	225	-	238	245	-
Stage 2	-	-	-	-	-	-	216	248	-	161	220	-

Group	EB	WB	NB	SB
HCM Control Delay, s	0	0.6	38.1	276.3
HCM LOS			E	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	ASL	ASR	SEB	SEB	SEB
Capacity (veh/h)	20	196	649	-	-	508	-	-	16	274	-
HCM Lane V/C Ratio	0.103	0.153	0.008	-	-	0.095	-	-	0.709	0.026	-
HCM Control Delay (s)	204.7	26.6	10.6	-	-	12.8	-	-	440.3	18.5	-
HCM Lane LOS	F	D	B	-	-	B	-	-	F	C	-
HCM 95th %tile Q(veh)	0.3	0.5	0	-	-	0.3	-	-	1.8	0.1	-

HCM 2010 Signalized Intersection Summary
1: The Alameda & SR 156

Cumulative AM
with Seasonal Adjustment

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Lane Configurations												
Volume (veh/h)	56	726	77	68	1431	158	114	54	68	126	46	108
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1696	1696	1900	1712	1712	1712	1900	1759	1759	1810	1810	1900
Adj Flow Rate, veh/h	59	764	81	72	1506	166	120	57	72	133	48	114
Adj No. of Lanes	1	2	0	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	12	12	12	11	11	11	8	8	8	5	5	5
Cap, veh/h	103	1491	158	120	1681	752	137	65	176	227	63	149
Arrive On Green	0.06	0.51	0.51	0.07	0.52	0.52	0.12	0.12	0.12	0.13	0.13	0.13
Sat Flow, veh/h	1616	2941	312	1630	3252	1455	1154	548	1483	1723	475	1129
Grp Volume(v), veh/h	59	419	426	72	1506	166	177	0	72	133	0	162
Grp Sat Flow(s), veh/h/ln	1616	1612	1641	1630	1626	1455	1702	0	1483	1723	0	1604
Q Serve(g_s), s	4.4	21.2	21.2	5.3	51.1	7.6	12.5	0.0	5.5	8.9	0.0	12.0
Cycle Q Clear(g_c), s	4.4	21.2	21.2	5.3	51.1	7.6	12.5	0.0	5.5	8.9	0.0	12.0
Prop In Lane	1.00		0.19	1.00		1.00	0.68		1.00	1.00		0.70
Lane Grp Cap(c), veh/h	103	817	832	120	1681	752	203	0	176	227	0	212
V/C Ratio(X)	0.57	0.51	0.51	0.60	0.90	0.22	0.87	0.00	0.41	0.59	0.00	0.77
Avail Cap(c_a), veh/h	123	817	832	177	1724	771	208	0	181	562	0	523
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	55.8	20.1	20.1	55.1	26.7	16.2	53.1	0.0	50.0	50.1	0.0	51.4
Incr Delay (d2), s/veh	5.0	0.7	0.7	4.8	6.7	0.2	30.6	0.0	1.5	2.4	0.0	5.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	2.1	9.6	9.8	2.5	24.4	3.1	7.6	0.0	2.3	4.4	0.0	5.6
LnGrp Delay(d), s/veh	60.8	20.9	20.9	59.9	33.3	16.4	83.8	0.0	51.5	52.5	0.0	57.1
LnGrp LOS	E	C	C	E	C	B	F		D	D		E
Approach Vol, veh/h		904			1744			249			295	
Approach Delay, s/veh		23.5			32.8			74.4			55.0	
Approach LOS		C			C			E			E	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	68.6		21.5	11.5	69.8		19.9				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	13.3	61.0		40.0	9.3	65.0		15.0				
Max Q Clear Time (g_c+I1), s	7.3	23.2		14.0	6.4	53.1		14.5				
Green Ext Time (p_c), s	0.1	29.9		1.4	0.0	10.3		0.1				
Intersection Summary												
HCM 2010 Ctrl Delay			35.5									
HCM 2010 LOS			D									

HCM 2010 TWSC
2: Mission Vineyard Rd/Breen Rd & SR 156

Cumulative AM
with Seasonal Adjustment

Intersection

Int Delay, s/veh 0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Vol, veh/h	2	915	3	18	1650	4	0	0	24	3	0	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	Stop	-	-	Stop
Storage Length	235	-	-	145	-	-	-	-	50	-	-	50
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	14	14	14	11	11	11	11	11	11	10	10	10
Mvmt Flow	2	963	3	19	1737	4	0	0	25	3	0	7

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1741	0	0	966	0	0	2746	2748	965	2746	2748	1739
Stage 1	-	-	-	-	-	-	969	969	-	1777	1777	-
Stage 2	-	-	-	-	-	-	1777	1779	-	969	971	-
Critical Hdwy	4.24	-	-	4.21	-	-	7.21	6.61	6.31	7.2	6.6	6.3
Critical Hdwy Stg 1	-	-	-	-	-	-	6.21	5.61	-	6.2	5.6	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.21	5.61	-	6.2	5.6	-
Follow-up Hdwy	2.326	-	-	2.299	-	-	3.599	4.099	3.399	3.59	4.09	3.39
Pot Cap-1 Maneuver	332	-	-	678	-	-	12	18	297	12	19	103
Stage 1	-	-	-	-	-	-	294	320	-	100	129	-
Stage 2	-	-	-	-	-	-	100	128	-	295	321	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	332	-	-	678	-	-	11	17	297	11	18	103
Mov Cap-2 Maneuver	-	-	-	-	-	-	11	17	-	11	18	-
Stage 1	-	-	-	-	-	-	292	318	-	99	125	-
Stage 2	-	-	-	-	-	-	90	124	-	268	319	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.1	18.2	159.6
HCM LOS			C	F

Minor Lane Major Mvmt	NBL	NBT	NBR	WBL	WBT	WBR	SBL	SBT	SBR
Capacity (veh/h)	-	297	332	-	-	678	-	-	11 103
HCM Lane V/C Ratio	-	0.085	0.006	-	-	0.028	-	-	0.287 0.072
HCM Control Delay (s)	0	18.2	15.9	-	-	10.5	-	-	432.7 42.6
HCM Lane LOS	A	C	C	-	-	B	-	-	F E
HCM 95th %tile Q(veh)	-	0.3	0	-	-	0.1	-	-	0.7 0.2

HCM 2010 Signalized Intersection Summary 1: The Alameda & SR 156

Cumulative PM
with Seasonal Adjustment

	↖	→	↗	↖	←	↖	↖	↑	↗	↘	↓	↙
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Lane Configurations	↖	↑↑		↖	↑↑	↑		↑	↑	↖	↑	
Volume (veh/h)	63	1442	108	63	1085	146	90	60	61	137	75	44
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1900	1776	1776	1776	1900	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	66	1502	112	66	1130	152	94	62	64	143	78	46
Adj No. of Lanes	1	2	0	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh. %	5	5	5	7	7	7	2	2	2	2	2	2
Cap, veh/h	115	1737	129	127	1834	817	112	74	160	204	126	74
Arrive On Green	0.07	0.54	0.54	0.07	0.54	0.54	0.10	0.10	0.10	0.12	0.12	0.12
Sat Flow, veh/h	1723	3245	241	1691	3374	1504	1090	719	1560	1774	1096	646
Grp Volume(v), veh/h	66	792	822	66	1130	152	156	0	64	143	0	124
Grp Sat Flow(s),veh/h/ln	1723	1719	1767	1691	1687	1504	1808	0	1560	1774	0	1743
Q Serve(g_s), s	4.5	47.7	48.6	4.5	27.6	6.2	10.2	0.0	4.6	9.3	0.0	8.1
Cycle Q Clear(g_c), s	4.5	47.7	48.6	4.5	27.6	6.2	10.2	0.0	4.6	9.3	0.0	8.1
Prop In Lane	1.00		0.14	1.00		1.00	0.60		1.00	1.00		0.37
Lane Grp Cap(c), veh/h	115	920	946	127	1834	817	185	0	160	204	0	201
V/C Ratio(X)	0.57	0.86	0.87	0.52	0.62	0.19	0.84	0.00	0.40	0.70	0.00	0.62
Avail Cap(c_a), veh/h	162	946	972	131	1834	817	206	0	178	593	0	583
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	54.4	24.1	24.3	53.5	18.8	13.9	53.0	0.0	50.5	51.2	0.0	50.7
Incr Delay (d2), s/veh	4.5	8.3	8.7	3.4	0.7	0.2	23.8	0.0	1.6	4.3	0.0	3.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	24.5	25.8	2.2	13.1	2.6	6.3	0.0	2.1	4.8	0.0	4.1
LnGrp Delay(d) s/veh	58.9	32.3	33.0	56.9	19.6	14.1	76.8	0.0	52.1	55.5	0.0	53.7
LnGrp LOS	E	C	C	E	B	B	E		D	E		D
Approach Vol, veh/h		1680			1348			220			267	
Approach Delay, s/veh		33.7			20.8			69.6			54.7	
Approach LOS		C			C			E			D	
Timer	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	70.7		19.1	11.7	71.7		17.6				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	9.3	66.1		40.2	11.3	64.1		13.7				
Max Q Clear Time (g_c+1), s	6.5	50.6		11.3	6.5	29.6		12.2				
Green Ext Time (p_c), s	0.0	13.7		1.1	0.0	30.5		0.2				
Intersection Summary												
HCM 2010 Ctrl Delay				32.6								
HCM 2010 LOS				C								

HCM 2010 TWSC
2: Mission Vineyard Rd/Breen Rd & SR 156

Cumulative PM
with Seasonal Adjustment

Intersection

Int Delay, s/veh 10.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Vol, veh/h	5	1627	8	47	1285	6	2	0	29	11	0	7
Conflicting Peds. #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	Stop	-	-	Stop
Storage Length	235	-	-	145	-	-	-	-	50	-	-	50
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	97	97	97	97	97	97	97	97	97	97	97	97
Heavy Vehicles, %	9	9	9	11	11	11	7	7	7	11	11	11
Mvmt Flow	5	1677	8	48	1325	6	2	0	30	11	0	7

Major Minor	Major 1			Major 2			Minor 1			Minor 2		
Conflicting Flow All	1331	0	0	1686	0	0	3117	3120	1681	3117	3121	1328
Stage 1	-	-	-	-	-	-	1692	1692	-	1425	1425	-
Stage 2	-	-	-	-	-	-	1425	1428	-	1692	1696	-
Critical Hdwy	4.19	-	-	4.21	-	-	7.17	6.57	6.27	7.21	6.61	6.31
Critical Hdwy Stg 1	-	-	-	-	-	-	6.17	5.57	-	6.21	5.61	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.17	5.57	-	6.21	5.61	-
Follow-up Hdwy	2.281	-	-	2.299	-	-	3.563	4.063	3.363	3.599	4.099	3.399
Pot Cap-1 Maneuver	496	-	-	356	-	-	7	11	114	-6	10	181
Stage 1	-	-	-	-	-	-	115	145	-	161	193	-
Stage 2	-	-	-	-	-	-	164	196	-	112	141	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	496	-	-	356	-	-	6	9	114	-4	9	181
Mov Cap-2 Maneuver	-	-	-	-	-	-	6	9	-	-4	9	-
Stage 1	-	-	-	-	-	-	114	144	-	159	167	-
Stage 2	-	-	-	-	-	-	136	170	-	82	140	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.6	95.7	\$ 1517.1
HCM LOS			F	F
























Minor Lane Major Mvmt	NB Ln1	NB Ln2	EBL	EBT	EBR	WBL	WBT	WBR	SEB Ln1	SEB Ln2
Capacity (veh/h)	6	114	496	-	-	356	-	-	4	181
HCM Lane V/C Ratio	0.344	0.262	0.01	-	-	0.136	-	-	2.835	0.04
HCM Control Delay (s)	\$ 795.8	47.4	12.3	-	-	16.7	-	-	\$ 2466.2	25.7
HCM Lane LOS	F	E	B	-	-	C	-	-	F	D
HCM 95th %tile Q(veh)	0.7	1	0	-	-	0.5	-	-	2.6	0.1

Notes

- Volume exceeds capacity \$ Delay exceeds 300s + Computation Not Defined * All major volume in platoon

HCM 2010 Signalized Intersection Summary 1: The Alameda & SR 156

Cumulative AM
with Seasonal Adjustment and Improvement

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	56	726	77	68	1431	158	114	54	68	126	46	108
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1696	1696	1696	1712	1712	1712	1900	1759	1759	1810	1810	1900
Adj Flow Rate, veh/h	59	764	81	72	1506	166	120	57	72	133	48	114
Adj No. of Lanes	1	2	1	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	12	12	12	11	11	11	8	8	8	5	5	5
Cap, veh/h	103	1634	903	120	1681	752	137	65	176	227	63	149
Arrive On Green	0.06	0.51	0.51	0.07	0.52	0.52	0.12	0.12	0.12	0.13	0.13	0.13
Sat Flow, veh/h	1616	3223	1442	1630	3252	1455	1154	548	1483	1723	475	1129
Grp Volume(v), veh/h	59	764	81	72	1506	166	177	0	72	133	0	162
Grp Sat Flow(s), veh/h/ln	1616	1612	1442	1630	1626	1455	1702	0	1483	1723	0	1604
Q Serve(g_s), s	4.4	18.8	2.7	5.3	51.1	7.6	12.5	0.0	5.5	8.9	0.0	12.0
Cycle Q Clear(g_c), s	4.4	18.8	2.7	5.3	51.1	7.6	12.5	0.0	5.5	8.9	0.0	12.0
Prop In Lane	1.00		1.00	1.00		1.00	0.68		1.00	1.00		0.70
Lane Grp Cap(c), veh/h	103	1634	903	120	1681	752	203	0	176	227	0	212
V/C Ratio(X)	0.57	0.47	0.09	0.60	0.90	0.22	0.87	0.00	0.41	0.59	0.00	0.77
Avail Cap(c_a), veh/h	122	1634	903	177	1723	771	208	0	181	562	0	523
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	55.8	19.5	9.1	55.1	26.7	16.2	53.1	0.0	50.0	50.1	0.0	51.4
Incr Delay (d2), s/veh	5.0	0.3	0.1	4.8	6.7	0.2	30.7	0.0	1.5	2.4	0.0	5.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%), veh/ln	2.1	8.3	1.5	2.5	24.4	3.1	7.6	0.0	2.3	4.4	0.0	5.6
LnGrp Delay(d), s/veh	60.8	19.8	9.1	59.9	33.3	16.4	83.8	0.0	51.6	52.5	0.0	57.1
LnGrp LOS	E	B	A	E	C	B	F		D	D		E
Approach Vol, veh/h		904			1744			249			295	
Approach Delay, s/veh		21.6			32.8			74.5			55.0	
Approach LOS		C			C			E			E	
Phase	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	68.6		21.5	11.5	69.8		19.9				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	13.3	61.0		40.0	9.3	65.0		15.0				
Max Q Clear Time (g_c+I1), s	7.3	20.8		14.0	6.4	53.1		14.5				
Green Ext Time (p_c), s	0.1	31.6		1.4	0.0	10.3		0.1				
Phase Group Summary												
HCM 2010 Ctrl Delay			34.9									
HCM 2010 LOS			C									

HCM 2010 Signalized Intersection Summary 1: The Alameda & SR 156

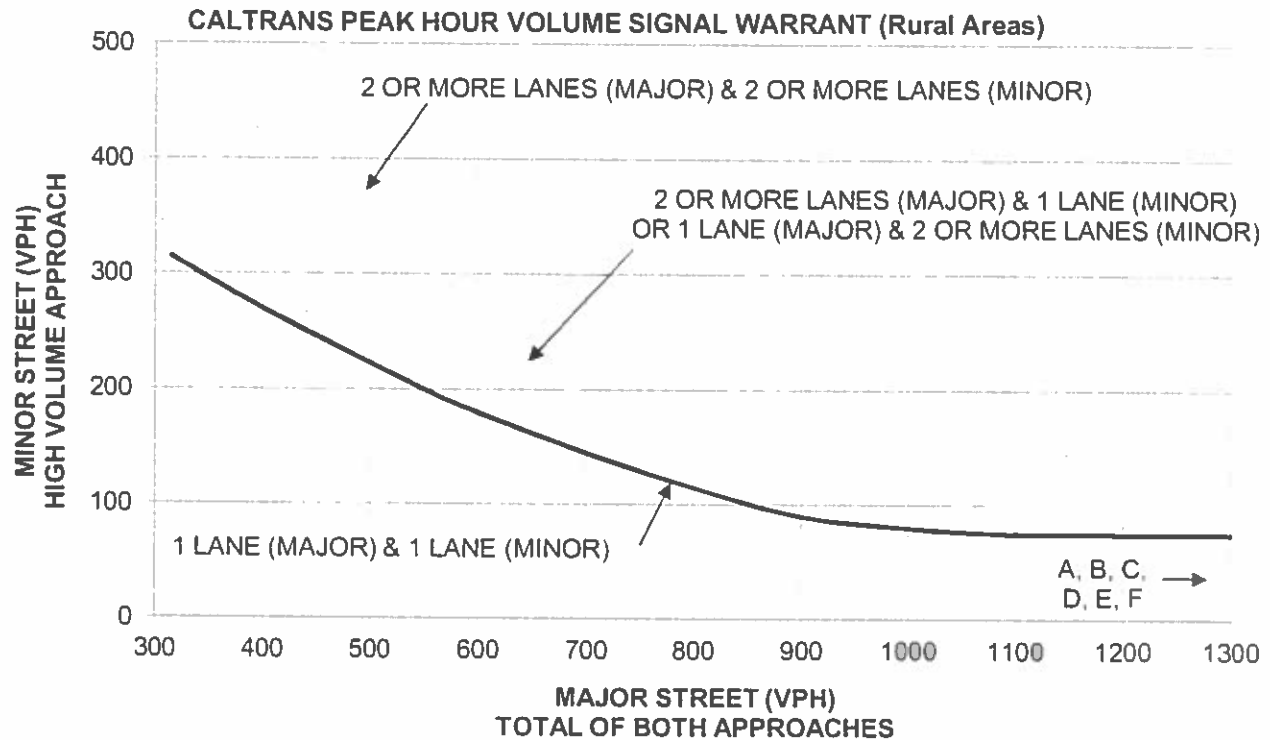
Cumulative PM
with Seasonal Adjustment and Improvement

	↖	→	↘	↖	←	↖	↖	↑	↗	↘	↓	↙
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Lane Configurations	↖	↑↑	↗	↖	↑↑	↗		↖	↗	↖	↗	
Volume (veh/h)	63	1442	108	63	1085	146	90	60	61	137	75	44
Number	5	2	12	1	6	16	3	8	18	7	4	14
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		0.99	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Adj Sat Flow, veh/h/ln	1810	1810	1810	1776	1776	1776	1900	1863	1863	1863	1863	1900
Adj Flow Rate, veh/h	66	1502	112	66	1130	152	94	62	64	143	78	46
Adj No. of Lanes	1	2	1	1	2	1	0	1	1	1	1	0
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %	5	5	5	7	7	7	2	2	2	2	2	2
Cap, veh/h	115	1836	978	127	1830	815	112	74	161	204	126	74
Arrive On Green	0.07	0.53	0.53	0.08	0.54	0.54	0.10	0.10	0.10	0.12	0.12	0.12
Sat Flow, veh/h	1723	3438	1535	1691	3374	1504	1090	719	1569	1774	1096	646
Grp Volume(v), veh/h	66	1502	112	66	1130	152	156	0	64	143	0	124
Grp Sat Flow(s),veh/h/ln	1723	1719	1535	1691	1687	1504	1808	0	1569	1774	0	1743
Q Serve(g_s), s	4.4	43.3	3.4	4.5	27.6	6.2	10.1	0.0	4.6	9.3	0.0	8.1
Cycle Q Clear(g_c), s	4.4	43.3	3.4	4.5	27.6	6.2	10.1	0.0	4.6	9.3	0.0	8.1
Prop In Lane	1.00		1.00	1.00		1.00	0.60		1.00	1.00		0.37
Lane Grp Cap(c), veh/h	115	1836	978	127	1830	815	186	0	161	204	0	201
V/C Ratio(X)	0.57	0.82	0.11	0.52	0.62	0.19	0.84	0.00	0.40	0.70	0.00	0.62
Avail Cap(c_a), veh/h	163	1899	1006	131	1830	815	207	0	180	596	0	586
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	54.2	23.1	8.5	53.2	18.8	13.9	52.7	0.0	50.2	50.9	0.0	50.4
Incr Delay (d2), s/veh	4.4	3.0	0.1	3.3	0.7	0.2	23.6	0.0	1.6	4.3	0.0	3.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	21.2	1.9	2.2	12.9	2.6	6.3	0.0	2.1	4.8	0.0	4.1
LnGrp Delay(d),s/veh	58.6	26.1	8.6	56.5	19.6	14.1	76.3	0.0	51.8	55.2	0.0	53.5
LnGrp LOS	E	C	A	E	B	B	E		D	E		D
Approach Vol, veh/h	1680			1348			220			267		
Approach Delay, s/veh	26.2			20.8			69.2			54.4		
Approach LOS	C			C			E			D		
Phase	1	2	3	4	5	6	7	8				
Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	12.7	70.3		19.1	11.7	71.3		17.6				
Change Period (Y+Rc), s	3.7	6.4		5.3	3.7	6.4		5.3				
Max Green Setting (Gmax), s	9.3	66.1		40.2	11.3	64.1		13.7				
Max Q Clear Time (g_c+I1), s	6.5	45.3		11.3	6.4	29.6		12.1				
Green Ext Time (p_c), s	0.0	18.6		1.1	0.0	30.5		0.2				
Intersection Summary												
HCM 2010 Ctrl Delay	29.0											
HCM 2010 LOS	C											

APPENDIX C

WARRANT
WORKSHEETS

Warrant 3A - Peak-Hour Warrant



Scenario	SR 156	Mis Vin.-Breen	Warrant
	East/West	North/South	Met?
A. Existing AM	2040	19	No
B. Existing PM	2289	28	No
C. Ex+Pro AM	2046	24	No
D. Ex+Pro PM	2300	31	No
E. Cumulative AM	2592	24	No
F. Cumulative PM	2978	31	No

Notes:

1. 100 VPH applies as the lower threshold volume for a minor street approach with two or more lanes

Warrant 3B - Peak-Hour Delay (Urban)

Warrant 3 (Part B) - Peak Hour Delay
Mission Vineyard Road - Breen Road / State Route 156

Number of Approaches to Intersection:
Total Entering Volumes:

Existing AM: 2,069 vehicles
Existing PM: 2,335 vehicles
Ex+Pro AM: 2,080 vehicles
Ex+Pro PM: 2,349 vehicles
Cumulative AM: 2,626 vehicles
Cumulative PM: 3,027 vehicles

Minimum Entering Vehicles: 800

Street	Direction	Scenario	Peak Hour	No. of Stopped Vehicles	Average Vehicle Delay (sec)	Total Delay (sec)	Total Delay (hours)	Min. 4 Veh-Hrs of Delay? (Approach)	At least 100 Veh? (Approach)	At least 800 Veh? (Intersection)	Warrant Met?
Mission Vineyard Breen	NB	Existing	AM	19	15.0	285	0.08	NO	NO	Yes	NO
	SB	Existing	AM	10	68.8	688	0.19	NO	NO	Yes	NO
Mission Vineyard Breen	NB	Existing	PM	28	39.0	1092	0.30	NO	NO	Yes	NO
	SB	Existing	PM	18	254.6	4583	1.27	NO	NO	Yes	NO
Mission Vineyard Breen	NB	Ex+Pro	AM	24	15.2	365	0.10	NO	NO	Yes	NO
	SB	Ex+Pro	AM	10	71.3	713	0.20	NO	NO	Yes	NO
Mission Vineyard Breen	NB	Ex+Pro	PM	31	38.1	1181	0.33	NO	NO	Yes	NO
	SB	Ex+Pro	PM	18	276.3	4973	1.38	NO	NO	Yes	NO
Mission Vineyard Breen	NB	Cumulative	AM	24	18.2	437	0.12	NO	NO	Yes	NO
	SB	Cumulative	AM	10	159.6	1596	0.44	NO	NO	Yes	NO
Mission Vineyard Breen	NB	Cumulative	PM	31	95.7	2967	0.82	NO	NO	Yes	NO
	SB	Cumulative	PM	18	1517.1	27308	7.59	Yes	NO	Yes	NO

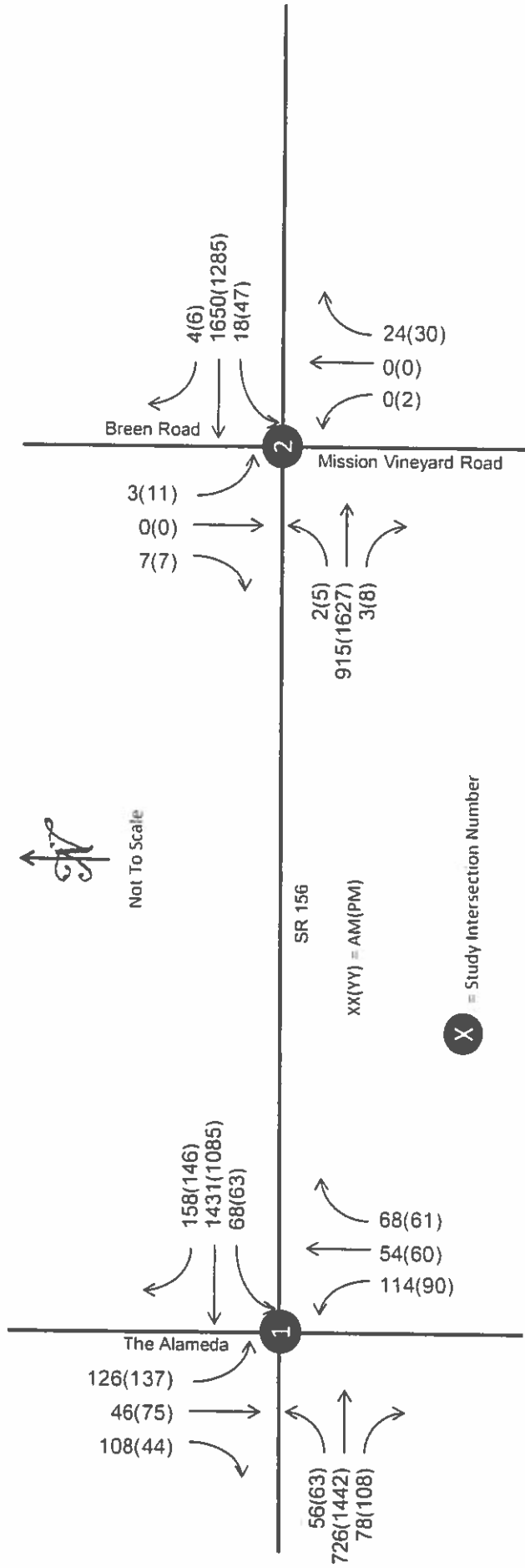
Notes:

- Warrant based
- NB, SB, EB, WB = Northbound, Southbound, Eastbound, Westbound.



APPENDIX D

VOLUME AND IMPROVEMENT ANALYSIS CHANGES WITH REVISED PROJECT DEFINTION (i.e. 45 Units)



Cumulative Conditions AM and PM Peak Hour Volumes (45 Units)

DEVELOPMENT IMPACT FEES

WATER CONNECTION FEE		\$7,550.00
SEWER CONNECTION FEE		\$5,240.00
PUBLIC SAFETY IMPACT FEE		\$1,543.00
PARK IMPACT FEE		\$2,250.00
STORM DRAINAGE IMPACT FEE		\$1,554.00
LIBRARY IMPACT FEE		\$1,995.00
PUBLIC/CIVIC FACILITY IMPACT FEE		\$1,483.00
TRAFFIC IMPACT FEE (ZONE 1)	S	\$1,717.00
TRAFFIC IMPACT FEE (ZONE 1)	M	\$1,058.00
TRAFFIC IMPACT FEE (ZONE 1)	C	\$2,465.00
SCHOOL IMPACT FEE (State \$2.97/Sq.ft)		
JUVENILE FACILITY IMPACT FEE	Estimated \$	285.00 ***

*** Pending draft approval for County. This impact fee was required as part of the approval for the City of San Juan Bautista's Tax share agreement.

CITY OF SAN JUAN BAUTISTA

REVENUE PROJECTIONS – Rancho Vista – Hillside Vista-Copperleaf

(2016-2017)

Rancho Vista:

1. Building permit fees Est.	\$ 275,000	(General Fund)
2. Building Permit fees (Sec.)	\$ 30,294	(General Fund)
3. Development Impact Fee	\$2,006,552	(Allocated to 8 accounts)
4. Impact fees (secondary)	\$ 99,178	(Allocated to 8 accounts)
5. Project plan & insp. Fees	<u>\$ 125,493</u>	(General Fund)
	<u>\$2,536,516</u>	

Hillside Vista:

1. Building Permits Est.	\$ 76,500	(General Fund)
2. Building Permits (Sec.)	\$ 8,910	(General Fund)
3. Development Impact Fees	\$630,000	(Allocated to 8 accounts)
4. Impact fees (secondary)	\$ 29,170	(Allocated to 8 accounts)
5. Project plan & insp. fees	<u>\$ 41,000</u>	(General Fund)
	<u>\$ 785,580</u>	

Copperleaf:

1. Building Permits Est.	\$ 135,000	(General Fund)
2. Building Permits (Sec.)	\$ 16,038	(General Fund)
3. Impact fees:	\$1,049,940	(Allocated to 8 accounts)
4. Impact fees (secondary)	\$ 52,506	(Allocated to 8 accounts)
5. Project plan & insp. Fees	<u>\$ 85,000</u>	(General Fund)
	<u>\$ 1,338,484</u>	

Total \$ 4,660,580

Allocation into Accounts

General Fund	\$ 792,962.00
Water Fund	\$1,251,428.00
Sewer Fund	\$ 868,530.00
Traffic Fund	\$ 284,616.00
Public Safety Fund	\$ 255,760.00
Park Fund	\$ 372,922.00
Storm Fund	\$ 257,560.00
Library Fund	\$ 330,679.00
Civic Facilities Fund	<u>\$ 246,131.00</u>
Total	<u>\$ 4,660,580.00</u>

Aromas/San Juan School District: Rancho Vista	\$ 638,550.00
Hillside Vista	\$ 163,800.00
Copperleaf	<u>\$ 334,125.00</u>
Total	<u>\$1,136,475.00</u>
Total to the community	<u>\$5,797,055.00</u>

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: February 21, 2017

SUBJECT: Copperleaf Subdivision revenues per person

DISCUSSION: The following analysis of the revenues for the project would generate revenues from each category the city receives from property taxes, sales taxes and other governmental funding sources to meet city services. The following is a summary of the revenues the project provides. The itemized costs are calculated on a housing unit basis. The average density of a household is estimated at 3.5 persons.

1. Property Taxes
2. Sales and User Taxes
3. VLF & Gas Tax Equalization Revenues
4. Public Utilities Franchise Fees
5. City Enterprise Utilities User Revenues
6. Intergovernmental Revenues
7. Development Capacity Impact Fees
8. Development Engineering Plan Check & Inspection Fees
9. Lighting and Landscaping Assessment Fees
10. Maintenance and Public Service Assessment Fee
11. Development Dedication and contributions

PROPERTY TAXES:

45 lots estimated at \$560,000 (land & improvement values).
45 x \$550,000 = \$25,200,000 assessed valuation.
Property Tax \$25,200,000 x 0.0122 = \$307,440.00 per year. This
include the standard 1% assessment of market value plus the
voter's approved bonds and special taxes.

<u>Apportionment</u>	<u>Area 02-01</u>
County General Fund (0.20420)	= \$ 62,779.00
State Fire Contract (0.02250)	= \$ 6917.00
City of San Juan Bautista(0.04490)	= \$ 13,804.00 <u>\$306.76/unit</u>
SBCo WC Zone #5 (0.015876)	= \$ 4,881.00
SBCo WC Administrative (0.002801)	= \$ 871.00
San Juan Cemetery Dist.(0.02481)	= \$ 7,628.00
San Benito Hospital (0.019824)	= \$ 5,986.00
Education Area #1 (0.018788)	= \$ 5,673.00
Education Area #2 (0.001066)	= \$ 322.00
Education Area # 3 (0.003879)	= \$ 1,071.00
Aromas/SJ Unified (0.54847)	= \$168,621.00
Gavilan Jr. College (0.08640)	= \$ 26,563.00
San Benito Equalization#1 (0.00478)	= \$ 1,443.00
Santa Clara Equalization#2(0.00160)	= \$ 483.00

SALES & USER TAX:

Estimated Sales tax is based upon the City's yearly sales tax
received for our current population.
\$575,000/1843 = \$311.99 per resident
62% of sales from local and 38% from visitors or tourist.
0.62 x \$311.99= \$193.43 per person
Potential new residents from Copperleaf is based upon
average density of 3.5 person per household.

Projected new sales tax received on the average from each new unit.

\$ 677.02/unit

$$\$193.43 \times 3.5 = \$633.34$$

VLF AND GAS TAX

VLF is a state imposed property tax on motor vehicles. The vehicle license fee is derived from the number of vehicles owned within San Benito County and a State Wide Apportionment of the all vehicle within the state based upon population of the jurisdiction.

Current VLF revenue with triple flip adjustment amounts to \$ 14,645.00 per year./1843=\$7.95/person

$$\text{VLF revenue } 3.5 \times \$7.95 =$$

\$27.81/unit

GAS TAX: Base upon the vehicle register in the City of San Juan Bautista.

Current gas tax received \$42,000 per year

Gas tax per resident $\$42,000/1843 = \22.79 per person

$$\text{New gas tax revenue } 3.5 \times \$22.79 =$$

\$79.76/unit

Gas Tax revenue from RTIP \$ 56,000 per year

RTIP Gas tax per resident $\$56,000/1843 = \30.39 per person

$$\text{New RTIP Gas Tax } \$30.39 \times 3.5 =$$

\$106.35/unit

PUBLIC FRANCHISE FEES:

Current revenues from franchise agreements. \$53,500

Pacific Gas & Electric \$ 20,340

PacBell \$15,260

Cable \$ 9,250

Recology \$ 8,650

Franchise fee per resident $\$53,500/1843 = \$29.03/\text{person}$

Projected new Franchise revenues $3.5 \times \$29.03 = \underline{\$101.60/\text{unit}}$

CITY ENTERPRISE REVENUE:

WATER: Base rate \$51.20 per household connection
 $45 \times \$51.20 = \$2,304/\text{month}, \$27,648 \text{ per year}$
User rate 4 unit @ 5.81/ unit = \$23.24 per month
User revenue $45 \times 12 \times \$23.24 = \$12,550 \text{ per year}$
Meter charge $\$0.53 \times 45 = \23.85 per month
Meter charge $\$23.85 \times 12 = \286.20 per year
Total yearly increase in revenue \$40,484.00/yr.
\$ 899.64/unit

SEWER: Base Rate \$79.96 per month
 $45 \times \$79.96 = \$3,598.20 \text{ per month}$
 $\$3,598.20 \times 12 = \$43,178.40 \text{ per year}$
Total yearly increase in revenue \$43,178.40
 $\$43,178.40/45 = \959.52
\$959.52/unit

INTERGOVERNMENTAL REVENUES:

Triple Flip Education Revenue Augmentation Funds (ERAF)
 $\$8,250.00/1843 = \$4.48/\text{person}$
 $\$4.48 \times 3.5 = \underline{\$15.67/\text{unit}}$

DEVELOPMENT IMPACT FEES:

WATER: $45 \text{ lots} \times \$7550.00 = \$339,750.00$
 $9 \text{ units} \times \$1880.00 = \$16,920.00$
Total \$356,670.00

Impact fee are paid one time and to arrive at an annual fee, the fee needs to be broken down to a present worth based upon 20 year period.(the new general plan time frame to 2035.)

Amortize one time impact fee over next 20 years at 3% inflation factor; Present worth = $\$356,670.00 \times 0.5537 = \$197,488.18 / 20 = \$9,874.41 / 45 = \219.43 annual contribution per household to the water.

\$219.43/unit

SEWER: 45 lots x \$ 5240.00 = \$235,800.00
 9 units x \$1888.00 = \$ 16,992.00
 Total \$252,792.00

Present worth = $(0.5537) \times \$252,792.00 = \$139,970.93$

Per year $\$139,970.93 / 20 = \$6,998.55$

Per household $\$6,998.55 / 45 = \155.52 per yr.

\$155.52/unit

TRAFFIC:

45 Lots x \$1717.00 = \$ 77,265.00

Present Worth = $0.5537 \times 42,781.63 / 20 = \$2,139.08$ next 20 yrs.

Per household = $\$2,139.08 / 45 = \$ 47.54$ per year

\$47.54/unit

PUBLIC SAFETY:

45 lots x \$1,543.00 = \$69,435.00

Present worth = $0.5537 \times \$69,425.00 = \$38,446.16$

Per year present worth $\$38,446.16 / 20 = \1992.31 / next 20 yrs.

Per household = $\$1992.31 / 45 = \$ 44.27$ per year

\$44.27/unit

PARKS:

45 Lots x \$2,250.00 = \$101,250.00

Present worth = $0.5537 \times \$101,250.00 = \$56,062.13$

Per year present worth $\$56,062.13 / 20 = \$2,803.11$ / yrs next 20 yrs.

Per household = $\$2,803.11 / 45 = \$ 62.29$ per year

\$62.29/unit

STORM DRAIN:

45 Lots x \$1,554.00= \$69,930.00
Present worth = 0.5537 x 69,930.00= \$38,720.24
Per year present worth \$38,720.24/20=\$1,936.01
Per household = \$1,936.01/45 = \$43.02 per year

\$43.02/unit

LIBRARY:

45 Lots x \$1,995.00 = \$89,775.00
Present worth = 0.5537 x \$89,775.00 = \$49,708.42
Per year present worth \$49,708.42/20= \$2,485.42
Per household = \$2,485.42/45= \$51.78 per year

\$51.78/unit

CIVIC FACILITIES:

45 Lots x \$1,483.00 = \$66,735.00
Present worth = 0.5537 x \$66,735.00 = \$36,951.17
Per year present worth \$ 36,951.17/20=\$1,847.56
Per household = \$1,847.56/45= \$41.06 per year

\$41.06/unit

DEVELOPMENT PLAN CHECK & INSPECTION FEES:

Estimated Construction cost \$2,429,364.00
Plan Check fee 1.5%x \$2,429,364 = \$36,440.46
Present worth 0.5537x \$36,440.46 = \$20,177.08
Present worth per unit \$20,177.08/20=\$1,008.85

\$22.42/unit

Inspection Fee 2.0% x \$2,429,364= \$38,250.00
Present worth 0.5537 x \$38,250.00 = \$21,179.03
Present worth per resident \$21,179.03/20=\$1,058.95

\$23.53/unit

LIGHTING AND LANDSCAPING DISTRICT:

Based upon the existing Creek Bridge Subdivision, the City receives revenues for the administration of the district. The revenues totals \$4,150 for the 35 lot development. Extracting this cost and calculating the costs for a 45 lot development would result in revenues of \$5,335.71

\$118.57/unit

BUILDING PERMITS

45 X \$3,666.17 = \$164,977.65

9 X \$1,880.45 = \$ 16,924.05

\$181,901.70

\$181,901.70/20/45 = \$202.11

\$202.11/unit

MAINTENANCE AND PUBLIC SERVICE DISTRICT:

The maintenance district is similar to the lighting and landscaping district in respect to the administration revenues it produces to the City. The estimated budget for a maintenance district is approximately \$ 53,500.00. Using the same percentage the maintenance district will provide the city \$5,887.55 per year in administrative fees.

\$130.83/unit

DEDICATION AND CONTRIBUTION

Dedication of lot for well, park and demolition of old well

\$98,000.00 Present worth value $0.5537 \times 98,000.00 = \$54,262.60$

Present worth per year $\$54,262.60/20 = \$2,713.13$

Present worth per resident $\$2,713.13/45 = \60.29 per year

\$60.29/unit

SUMMARY OF COSTS PER UNIT PER YEAR:

Development Copperleaf:

1. Property Taxes

Per Unit/yr

\$ 306.76

2. Sales Tax

\$ 677.02

3. VLF

\$ 27.81

3A. Gas Tax

\$ 79.76

3B. RTIP Gas Tax

\$ 106.35

4. Franchise Fees

\$ 101.60

5. City Utilities Water	\$ 899.64 _e
5A.City Utilities Sewer	\$ 959.52 _e
6. Intergovernmental Revenues	\$ 15.67
7. Development Impact Fees –water	\$ 219.43 _e
7A. sewer	\$ 155.52 _e
7B. traffic	\$ 47.54
7C. public safety	\$ 44.27
7D. parks	\$ 62.29
7E. storm drain	\$ 43.02
7F. library	\$ 51.78
7G. civic facilities	\$ 41.06
7H. water meter	\$ 5.38 _e
7J. meter reader	\$ 1.61 _e
8. Development Plan Check Fee	\$ 22.42
8A. Development Inspection fee	\$ 23.58
9. Lighting and Landscaping district	\$ 118.57
10.Maintenance District	\$ 130.83
11. Project dedication contribution water	\$ 60.29

Total cost per unit **\$2,162.73/unit**

Total cost per person **\$ 617.92 /person**

General Fund expenditure per person:

Expenditure for General fund Operation \$1,233,266

Cost per person \$1,270,012/1843 **\$689.16/person**

- \$ 71.24 /person

ENTERPRISE ACCOUNTS:

Summary of revenues per person for sewer and water. (e)

Sewer User fees **\$959.52/unit**

Water User fees \$51.20 + usage **\$899.64/unit**

Impact Fee Sewer **\$ 155.52/unit**

Impact Fee Water **\$ 219.43/unit**

Water Meter Charge **\$ 5.38/unit**

Water meter reader charge **\$ 1.61/unit**

Project Total **\$ 2,241.10/unit**

\$ 640.31/person

Summary of cost for operations of sewer & water (residential)

Residential 80.00% $\$467,906/1843 = \253.88

Enterprise operating expenses water **\$ 253.88/person.**

Residential 80% $\$555,808.00/1843 = \301.58

Enterprise operating expenses sewer **\$ 301.58/person**

Total **\$ 555.46/person**

+ \$ 84.85/person

Net revenue impact + \$ 13.61/ person

RESOLUTION 2016-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DECLARING THE VESTED TENTATIVE MAP (VTM 2016-01) FOR THE COPPERLEAF SUBDIVISION WITH MITIGATION MEASURES, MONITORING AND REPORTING PROGRAMS, AND CONDITIONS OF APPROVAL APPROVED PURSUANT TO SECTION 66542.4 OF THE SUBDIVISION MAP ACT AND SAN JUAN BAUTISTA MUNICIPAL CODE SECTION 10-02-530 AND DIRECTING CERTIFICATION BY THE CITY CLERK

WHEREAS, on August 2, 2016, the Planning Commission received the staff report, all written correspondence, oral input and public testimony on Edenbridge Inc.'s proposed 45 lot Copperleaf Subdivision to evaluate the project for consistency with the 2025 General Plan and its potential impacts to the environment of the surrounding and immediate area and passed Resolution 2016-31, which approved a Mitigated Negative Declarations (MNG), with General Plan consistency findings for Copperleaf Subdivision and continued the public hearing; and

WHEREAS, on September 6, 2016, the Planning Commission reviewed and received public comments on a Vesting Tentative Map for the Copperleaf Subdivision (Map) and continued the hearings so that staff could return with the appropriate documentation and findings; and

WHEREAS, on October 4, 2016, the matter returned to the Planning Commission. Edenbridge Inc.'s attorney, Norman E. Matteoni of the Matteoni, O'Laughlin & Hechtman Law Office presented a letter to the Planning Commission, which declared the Map automatically approved because no action was taken within fifty days from approval of the Environmental Review. (SJB Municipal Code Sec. 10-02-530, Gov't Code Sec. 66452.4). However, it was noted by the City Attorney that the last day to appeal the approval of a Subdivision Map to the City Council under the San Juan Bautista's Municipal Code was October 6, 2016 (fifty days plus the fifteen calendar day appeal period provided in SJB Municipal Code Sec. 10-2-540.) If this time limitation was applicable, rather than the ten day time limit for appeals set forth in the Subdivision Map Act at Government Code Section 66452.5(b)(2), then appeal of the automatic approval could be possible. As such, the Planning Commission held a hearing, denied the Map and made detailed oral findings to support the denial of the Map; and

WHEREAS, on October 5, 2016, Jolene Cosio appealed the automatic approval of the Map. The appeal was timely under the San Juan Bautista Municipal Code but was not timely under the State Subdivision Map Act; and

WHEREAS, the City Council held a closed session on November 1st 2016 to consider the legal issues raised on behalf of Edenbridge Inc by Norman E. Matteoni of the Matteoni, O'Laughlin & Hechtman Law Office and the legal issues raised on October 18, 2016 by Katharine Oesterreich, on behalf of Edenbridge Inc, which could lead to litigation against the City; and

WHEREAS, it was announced out of closed session that the City Council found that the Vesting Tentative Map was legally certified by the failure of the Planning Commission to take final action on the Map and make applicable findings within fifty days of the approval of the Mitigated Negative Declaration and General Plan consistency findings. The City Council found

that it was appropriate and more legally defensible to follow the ten day limit for appeal set forth in the State Subdivision Map Act, rather than the fifteen day limit in the San Juan Bautista Municipal Code for appeal of the decision and therefore the appeal of Jolene Cosio, was not timely and could not be heard. The appeal by Edenbridge Inc. of the Planning Commission action to deny the Map on October 4, 2016, was not appropriate because the Planning Commission decision was made after the date of automatic approval and the decision was *ultra vires*. As such, the appeal would not be heard.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Juan Bautista, does hereby approve this Resolution declaring that the Vested Tentative Map (VTM 2016-01) for the Copperleaf Subdivision with conditions of approval, Mitigation Measures and Monitoring and Reporting Programs is approved by law pursuant to Government Code Section 66542.4. and San Juan Municipal Code Section 10-02-530 and directs the City Clerk to certify the Vesting Tentative Map.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista on the 1st day of November, 2016 by the following vote.

AYES: Lund, West, Martorana, Edge

NOES: None

ABSENT: Boch

ABSTAIN: None

ATTEST:

Mayor Rick Edge

City Clerk Connie Schobert

EXHIBIT A

CONDITIONS OF APPROVAL

1. The applicant shall dedicate, improve and guarantee by bond the following streets, roads or cul-de-sac as shown upon the approved vested tentative map labeled Tentative Map for Copperleaf Subdivision, including but not limited to concrete curbs, gutters, sidewalks, aggregate base, asphalt street surfacing, sewer mains and laterals, water mains and water service laterals, underground electrical, telephone, cable TV conforming to City of San Juan Bautista Standard specification.
 - a. Street Copperleaf Lane
 - b. Street Cedar Court
 - c. Street Cypress Lane
2. The applicant shall improve and guarantee by bond the half street improvements along San Juan-Hollister Road including but not limited to concrete curbs, gutters, sidewalk, sewer mains, manhole, water valves, fire hydrants, underground electrical, telephone, cable TV, asphalt surfacing, aggregate base, pavement centerline stripping, bike lane striping, street name signs, architectural fence, low shrubbery landscaping and drip irrigation system. The improvements shall extend from Lot 1 to the easterly end of the curb, gutter and sidewalk of the Hacienda de Leal motel. Provisions shall be made for one 16' wide concrete driveway to lot C.
3. The applicant shall enter into a Subdivision Agreement and post a faithful performance bond, labor and materials bond guaranteeing construction all improvements within the subdivision.
4. The applicant shall submit a grading, erosion control and storm water pollution prevention plan (SWPPP) for all earthwork and grading activities proposed for the subdivision.
5. The applicant shall obtain an encroachment permit for all improvement in the San Juan-Hollister, Road.
6. The applicant shall enter into an indemnification and hold harmless agreement with the City of San Juan Bautista for the approval of the subdivision.
7. The applicant shall submit a geotechnical soils report for the subdivision with recommendations for the structural sections of street improvements, foundation design standards for building and structures and recommendation for field testing, inspections and compaction standards.
8. The applicant shall submit an archaeological report to the City prior to approval of the tentative map.
9. The applicant shall submit a drainage report to the City showing the on-site storm water drainage system, retention capacity and application for the submittal of a Conditional letter of map amendment (CLOMA) to Federal Emergency Management Agency.
10. The applicant shall install fire hydrants within the subdivision. The location shall be determined by the City Engineer.
11. The applicant shall relocate and underground the electrical distribution line running across lots 7, 8, 11 and 12 to a location as determine in the final improvement plans and coordination with the utility company.
12. The applicant shall install an architectural sound wall, similar to the existing sound wall on State Route 156, along the rear lots of 10 through 23 and architectural fence along

Open Space Lot "A" for 220 feet. Also a side yard fence along San Juan-Hollister Road of lots 27, 28, 36, 37, 45, and 1. A fence shall be constructed along the west property line of lot 9, 10 and Lot C.

13. The applicant shall extend the street improvements to the east boundary of the subdivision, provide finish rough grade to lot B and the 28 feet wide maintenance driveway to Lot A. The applicant shall dedicate to the City a 100'x100 lot designated lot B and participate in a fair share portion of the cost to install a domestic well meeting the City Standards together with electrical service, fencing and security night lighting. The applicant shall upon approval from the state and activation of the new well on lot B, remove and the demolition of well no. 2 per state standards.
14. The applicant shall submit improvement plans and construct a storm drainage retention pond for all surface runoff water from the subdivision.
The storm drainage retention pond shall be designed with multiple elevation levels. The pond shall have a perimeter fence with access gates or entrance which restrict pedestrian and maintenance equipment access during heavy rainy periods.
15. The applicant shall submit a traffic report to the City identifying traffic volumes, patterns, pedestrian traffic, together with mitigations measures to address impacts to the vehicular and pedestrian traffic at the intersection of The Alameda and State highway 156.
16. The applicant shall install street lights within the subdivision that conform to the City adopted dark sky ordinance. Location shall be determined by the City in coordination with the utility company.
17. The applicant shall submit plans to Caltrans for the installation of pedestrian push button signal facilities on existing signal poles situated on the east side of the intersection and install a painted pedestrian cross walk across State Highway 156 on the east side of the intersection from the south side to north side of the Alameda.
18. The applicant shall participate in fair share cost for the construction of a deceleration right turn lane and an east bound right turn overlap signal phase at the intersection of State Highway 156 in accordance with the recommendation of the traffic study report from Hatch Mott McDonald.
19. The applicant shall as part of the Subdivision Agreement, noted in condition 3 above, pay a subdivision improvement plan check fee of 1.5% and improvement plan inspection fee of 2% of the improvements cost identified in the subdivision agreement. The inspection fees shall be use for on-site inspection services to the subdivision during construction.
20. The applicant shall submit to the City a Site and Design Review Permit application for all homes and or secondary units proposed. The application shall consist of a site plan showing all setbacks and property line dimensions, floor plans with square footage calculations, exterior elevation of all four sides, a landscaping and irrigation plan showing the drought resistant plants, turf areas not exceeding 25% of the front yard area and a layout or schematic of the drip irrigation systems.
21. The applicant shall obtain a building permit for each home and pay building permit fee, plan check fee, electrical permit fee, plumbing permit fee, mechanical permit fee, fire sprinkler permit fee, strong motion instrumentation fee, green fee, water connection fee when allowed by the State, sewer connection fee, traffic impact fee, public safety development fee, park development fee, storm drainage development fee, library development fee and public/civic facilities development fees for each dwelling permit issued. The applicant may elect to use four or five base model plans for the building permit plan check fees and the City will establish credit to each subsequent building permit issuing the same floor plans and structural improvements.

22. The applicant shall install a domestic water and fire sprinkler service to each home with a water utility box conforming to the city's standard plan B3-3. A separate ball valve or equal shall be install behind each water service box.
23. The applicant shall form and implement a landscaping and lighting district for the subdivision to maintain the landscaping and electrical costs for the street lights. The internal street light standard shall be similar to those in the down town area.
24. The applicant shall form a Community Maintenance Service District for the continual maintenance, repair of streets, storm drain facilities, park facilities and street sweeping.
25. The applicant shall install all street lighting equipped with LED fixtures within the subdivision. Location shall be determined by the City Engineer in coordination with the utility company.
26. The applicant shall contribute a fair share contribution, not exceeding 15% of the cost of a roundabout improvement project at the intersection of The Alameda and San Juan-Hollister Road.
27. The applicant shall install a small community park with walkways, benches, picnic tables, drought tolerant landscaping, trees, and turf area and irrigation facilities at the northwest quadrant of lot A.
28. Mail service for all resident of the subdivision shall be picked up at the Post Office, located in the Windmill Market complex, unless deemed otherwise by the San Juan Bautista Post Office Manager. If postal service is provided to the subdivision, group cluster drop-off boxes shall be provided at locations throughout the subdivision..
29. The applicant shall construct a school bus stop area within the subdivision within the vicinity of Lot A or as determined by the School District. Bus services will be provided by the Aromas-San Juan School District.
30. The applicant shall submit to the Planning Commission an application for all temporary on-site sales signs and one off- premise sign for marketing and sales purposes.
31. The applicant shall allow construction activities within the subdivision to hours between 7:30 A.M. to 6:00 P.M. Monday through Friday and 8:30 A.M. to 5:30 P.M. on Saturday. No construction shall be allowed on Sundays and Federal or State Holidays.
32. The applicant shall restrict all loud noises, vibratory equipment, trucks backup devices, and gas powered compaction tools to hours between 8:30 A.M. to 4:00 P.M. during the permitted days of the week for construction. No construction on Sundays or Federal or State Holidays unless it is done within a closed building or structure.
33. The applicant shall have the following note placed on all construction drawings and plans. "If prehistoric archaeological resources or human remains are unexpectedly discovered during construction, work shall be halted within 10 meters (25 feet) of the find until it can be evaluated by a qualified professional archeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented."
34. The applicant shall obtain all rights of way and easements required and necessary for the construction and completion of the Copperleaf subdivision.
35. The applicant shall submit to the City and San Benito County Environmental Health a hazardous waste management plan together with emergency contact information.
36. The applicant shall submit to the City a solid waste disposal plan for all solid waste material disposed of from the project site.
37. The applicant shall submit a copy of the permit from the Monterey Bay Area Air Pollution Control District if required.

38. The applicant shall install a separate water service lateral to each lot for a fire sprinkler system and potable water. The services shall conform to the City standards. Separate water, electrical and telephone services shall be to each secondary unit constructed.
39. A note shall be placed upon all improvement plans for all grading, excavation and embankment during high wind periods shall cease. The City Planning Department or building inspector shall contact the contractor when construction activities shall cease due to high winds.
40. Prior to final occupancy of the residential structures, a final building inspection shall be performed by the City.
41. Prior to issuance of a building permit, school impact fee shall be paid to the Aromas-San Juan school District. Confirmation of the payment shall be submitted to the City.
42. The applicant shall restrict the number of two story structure built on each street frontage to no more than seventy (70%). The roof line shall vary in style, roof pitch, design, color and type of roof material. All structures within the subdivision shall incorporate a drought tolerant landscaping, drip irrigation systems and have a least one street tree within the lot frontage of each house. Turf area shall be minimized to the best practices.
43. The applicant shall submit the final map of the phases to be recorded if applicable together with all the necessary documentation, recording fees, subdivisions guarantees, tax clearance letter and executed subdivision agreement,
44. All residential homes shall be constructed and designed for future solar conversions.
45. The applicant shall submit to the City a copy of the P.G. & E utility underground electrical, telephone, gas and communication plans for the subdivision.
46. The applicant shall provide sound reduction-type windows on the rear of all homes of lots 10 through 23 backing up on State Highway Route 156.
47. The applicant, in accordance with assessment findings in the WSA, Inc. Cultural Resources Assessment Report dated October 2015, shall remove the old barn, cabin and modern outbuilding situated on lot 9.

EXHIBIT B

MITIGATION MONITORING AND REPORTING

Environmental Topic	Mitigation Measures	Implementation Responsibility
AESTHETICS AESTHETICS-1: Site Plan and Landscape Plan	AES-1 The applicant shall submit for review a Project site plan that shows design features including a landscape and irrigation plan to the City prior to approval of the Final Map. The site plan and landscaping design shall depict the types of vegetation planned for areas adjacent to driveways, streets, and storm drainage areas, as well as landscaping of the individual residences to complement the planned architectural design and to uphold the visual quality of the site. The landscape plan shall also depict Project sound walls (along State Route 156) per the noise study, plus fences, and other design features. The Project shall meet the City's site plan and design review standards, as outlined in the City's Municipal Code, and General Plan 2035 Conservation Policy that supports use of local native plant species for landscaping, and avoidance of invasive plant species.	Project Site Developer(s)
AESTHETICS-2: Lighting Plan	AES-2 The applicant shall submit a lighting plan for the Project conforming to the City's dark sky regulations and standards, with provisions for shields on all lighting fixtures. All light fixtures shall be directed into the Project site.	Project Site Developer(s)
AIR RESOURCES AIR RESOURCES-1: Limit Exposure to Sources of TAC Emissions	AIR-1 The Project shall include the following measures to minimize long-term TAC exposure for new Project occupants: • Design buildings and site to limit exposure from sources of TAC emissions. The site layout shall locate windows and air intakes as far as possible from Highway 156 traffic lanes, using Figure 6 as a guide. Any modifications to the site design shall incorporate buffers between residences and the freeway. • To the greatest degree possible, plant vegetation	

	<p>along the Project site boundary with Highway156 and around outdoor use areas. This barrier shall include trees and shrubs that provide a dense vegetative barrier. • Mechanical ventilation shall be installed on an individual unit-by-unit basis, with individual air intake and exhaust ducts ventilating each unit separately in the case of single-family housing. Install air filtration in residential buildings where cancer risk is greater than 10 in one million (see Figure 6). Air filtration devices shall be rated MERV11 or higher. To ensure adequate health protection to sensitive receptors, this ventilation system shall meet the following minimal design standards: o A MERV11 filter or higher rating at receptors shown to exceed 10 in one million (or 1 in 100,000 cancer risk) in Figure 6; o At least one air exchange(s) per hour of fresh outside filtered air; and o At least four air exchange(s) per hour recirculation. • Ensure that the property purchase documents include assurance that new owners are provided information on the ventilation system, including cleaning and maintenance requirements.</p>	Project Site Developer(s)
<p>BIOLOGICAL RESOURCES</p> <p>BIOLOGY-1: Pre-construction Bird Survey</p>	<p>BIO-1 If Project construction-related activities would take place during the nesting season (February through August), preconstruction surveys for nesting passerine birds within the Project site, and the surrounding area of influence of the Project site, should be conducted by a competent biologist prior to the commencement of the tree removal or site grading activities. Nesting bird surveys shall be conducted no more than 30 days prior to any vegetation removal. If any bird listed under the Migratory Bird Treaty Act is found to be nesting within the Project site or within the area of influence, an adequate protective buffer zone should be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 75 feet from the Project activities for passerine birds, and a minimum of 200 feet for raptors (birds-of prey). The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by</p>	Project Site Developer(s)

	<p>the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid Project construction zones (typically by August), the Project can proceed without further regard to the nest site.</p>	
<p>BIOLOGY-2: Pre-construction Bat Survey</p>	<p>BIO-2 To avoid “take” of special status bats, the following mitigation measures shall be implemented prior to the removal of any existing trees or structures, including the barn, on the Project site: a) A bat habitat assessment shall be conducted by a qualified bat biologist during seasonal periods of bat activity (mid-February through mid-October – ca. Feb. 15 – Apr. 15, and Aug. 15 – October 30), to determine suitability of each existing structure as bat roost habitat.b) Structures found to have no suitable openings can be considered clear for Project activities as long as they are maintained so that new openings do not occur.c) Structures found to provide suitable roosting habitat, but without evidence of use by bats, may be sealed until Project activities occur, as recommended by the bat biologist. Structures with openings and exhibiting evidence of use by bats shall be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons, and under supervision of a qualified bat biologist.d) Bat exclusion and eviction shall only occur between February 15 and April 15, and from August 15 through October 30, in order to avoid take of non-volant (non-flying or inactive, either young, or seasonally torpid) individuals.ORA qualified wildlife biologist experienced in surveying for and identifying bat species should survey the portion of the Project where tree removal is proposed to determine if any special-status bats reside in the trees. Any special-status bats identified should be removed without harm. Bat houses sufficient to shelter the number of bats removed should be erected in open space areas that would not be disturbed by Project development.</p>	<p>Project Site Developer(s)</p>
<p>CULTURAL RESOURCES</p>		
<p>CULTURAL-1: Historic and Prehistoric Resources</p>	<p>CULT-1 In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic-period resources, including but not limited to privies, trash deposits or similar debris, be discovered during grading, trenching, or other on-site excavation(s), earthwork within</p>	

	<p>the immediate vicinity of such discoveries shall be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find. If the find is recommended as not significant, excavation will resume. If the find is recommended to be potentially significant, or requires further testing in order to make such a determination, the archaeologist in consultation with the Project sponsor and the lead agency will develop an appropriate plan to mitigate the loss of the resource. Significant resources typically include intact deposits with physical integrity, such as refuse-filled privies, that contain the variety and quantity of artifacts required to answer research questions regarding the historic development of the Project area. Sparse sheet refuse scatters and isolated artifacts are not typically considered significant. Should any previously unknown prehistoric resources, including but not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, or pockets of dark, friable soils be discovered during grading, trenching, or other on-site excavation(s), earthwork within 25 feet of such discoveries shall be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find and suggest the appropriate steps to protect the resource.</p>	Project Site Developer(s)
CULTURAL-2: Unidentified Human Remains	<p>CULT-2 If human remains are encountered during earth-disturbing activities for the Project, all work in the adjacent area shall stop immediately and the San Benito County Coroner's office shall be notified. If the coroner determines the remains are Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p>	Project Site Developer(s)
GEOLOGY AND SOILS		
GEOLOGY AND SOILS-1: Geologic Instability	<p>GEO-1 Seismic and other soil and geologic instability shall be addressed by adhering to</p>	

<p>GEOLOGY AND SOILS-2: Soil Erosion</p> <p>GEOLOGY AND SOILS-3: Expansive Soils</p>	<p>design recommendations in the Project's geotechnical design report and to the satisfaction of the Project engineer and City staff.</p> <p>GEO-2 Soil erosion shall be addresses by development and implementation of construction and post-construction erosion control programs in the form of a SWPPP and a SWMP, and otherwise adhering to design recommendations in the Project's geotechnical design report and to the satisfaction of the Project engineer and City staff.</p> <p>GEO-3 The presence of expansive soils shall be addressed in foundation, infrastructure, and roadway design according to the Project's geotechnical design report and to the satisfaction of the Project engineer and City staff.</p>	<p>Project Site Developer(s)</p> <p>Project Site Developer(s)</p> <p>Project Site Developer(s)</p>
<p>HAZARDS AND HAZARDOUS MATERIALS</p> <p>HAZARDS and HAZARDOUS MATERIALS-1: Soil Hazard</p>	<p>HAZ-1 The potential migration of contaminated soils from Lot C onto the Project site shall be addressed through the construction of a permanent wall along the Project boundary (shown on Attachment 1, Figure 8).</p>	<p>Project Site Developer(s)</p>
<p>HYDROLOGY AND WATER QUALITY</p> <p>HYDROLOGY-1: Stormwater Pollution</p> <p>HYDROLOGY-2: Flood Management</p>	<p>HYD-1 The applicant shall retain a qualified SWPPP consultant to prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of San Juan Bautista that identified specific actions and maps Best Management Practices (BMPs) to prevent stormwater pollution during construction activities.</p> <p>HYD-2 To comply with FEMA requirements and the San Juan Bautista Municipal Code (section 12-1-400), the lowest floor elevation of each structure in the Zone AO shall be 1 foot above the highest adjacent grade. The final grading of each building in the special flood hazard area shall be at least at the base flood elevation as indicated in Table 5 (Draft IS/MND page 36).</p>	<p>Project Site Developer(s)</p> <p>Project Site Developer(s)</p>

NOISE		
NOISE-1a: Limit Exposure to Noise Sources	<p>NOI-1a Ensure that all residents have access to outdoor use areas that achieve the City of San Juan Bautista's exterior noise criteria (Normally Acceptable 60 dBA Ldn for residential uses or Conditionally Acceptable 70 dBA Ldn after noise reduction features are included in the design). Based on the site plan provided, achieving 65 dBA Ldn would be possible for all residential land uses with the construction of a 9-foot high wall along the northern edge of the proposed development. The final barrier limits and heights shall be confirmed during final design, based on the latest site plan and grading plan.</p>	Project Site Developer(s)
NOISE-1b: Limit Exposure to Noise Sources	<p>NOI-1b A qualified acoustical consultant shall review the final site plan, building elevations, and floor plans prior to construction and recommend building treatments to reduce interior noise levels to 45 dBA Ldn or lower. Treatments would include, but are not limited to, sound rated windows and doors, sound rated wall and window constructions, acoustical caulking, protected ventilation openings, etc. Results of the analysis, including the description of the necessary noise control treatments, shall be incorporated in the building plans and approved design.</p>	Project Site Developer(s)
	<p>NOI-1c Provide a suitable form of forced-air mechanical ventilation, as determined by the local building official, for all residences on the project site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise.</p>	Project Site Developer(s)
	<p>NOI-2 The construction contractor will implement the following controls in order to reduce construction noise levels emanating from the site, limit construction hours, and minimize disruption and annoyance. With the implementation of these measures, the substantial temporary increase in ambient noise levels would be less-than-significant: • Limit construction activity to weekdays between 7:00 am and 7:00 pm and Saturdays and holidays between 9:00 am and 7:00 pm, with no construction on Sundays; • Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction</p>	Project Site Developer(s)

	<p>project area; • Construct sound walls or other noise reduction measures prior to developing the project site, where feasible;• Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment; • Prohibit all unnecessary idling of internal combustion engines; and• Utilize “quiet” models of air compressors and other stationary noise sources where technology exists.</p>	
<p>TRANSPORTATION AND TRAFFIC</p> <p>TRAFFIC-1: Cumulative Project Traffic</p>	<p>TRAF-1 The Project shall contribute (20 % of the cost) toward recommended traffic improvements (i.e. the exclusive eastbound right turn lane and the eastbound right turn overlap signal phase) based upon the percentage of the added traffic. In addition, the Project will be responsible for payment of the San Benito County Transportation Impact Mitigation Fee.</p>	<p>Project Site Developer(s)</p>

Robert's Rules of Order

"It is preferable to avoid a motion containing a negative statement even in cases where the effect of the motion is to propose that something be done, since members may become confused as to the effect of voting for or against such a motion. Rather than moving, for example, that the association go on record as "not in favor of the proposed public bond issue," it should be moved that the association "oppose" or "declare its opposition to" the bond issue.

In this connection, **it should be noted that voting down a motion or resolution that would express a particular opinion is not the same as adopting a motion expressing the opposite opinion, since—if the motion is voted down—neither opinion has been expressed.** A member may be in complete agreement with the views contained in such a resolution yet feel that his organization should not speak out on the matter, and he might therefore vote against the resolution." Robert's Rules of Order (11th ed.), p. 105

Case Law

Howe v. Retirement Board of the Firemen's Annuity & Benefit Fund, 2013 IL App (1st) 122446

<http://www.illinoiscourts.gov/Opinions/AppellateCourt/2013/1stDistrict/1122446.pdf>

Appellate Court determined that a Board's failure to approve a disability benefit was not a denial because "the Board never adopted, by majority affirmative vote, any motion whatsoever disposing of the application and approving a written decision", and therefore "the Board never validly took final action on the application".

Subdivision Map Act

§66452.4.

(a) If **no action** is taken upon a tentative map by an advisory agency that is authorized by local ordinance to **approve, conditionally approve, or disapprove** the tentative map or by the legislative body within the time limits specified in this chapter or any authorized extension thereof, the tentative map as filed, **shall be deemed to be approved**, insofar as it complies with other applicable requirements of this division and any local ordinances, and it shall be the duty of the clerk of the legislative body to certify or state his or her approval.

(b) Once a tentative map is deemed approved pursuant to subdivision (a), a subdivider shall be entitled, upon request of the local agency or the legislative body, to receive a written certification of approval.

Subdivision Map Act

§66452.1.

(a) If the advisory agency is not authorized by local ordinance to approve, conditionally approve or disapprove the tentative map, it shall make its written report on the tentative map to the legislative body within 50 days after the filing thereof with its clerk. Subdivision Map Act & Division 3 39

(b) If the advisory agency is authorized by local ordinance to **approve, conditionally approve, or disapprove** the tentative map, it shall take **that action** within 50 days after the filing thereof with its clerk and report its action to the subdivider.

(c) The local agency shall comply with the time periods referred to in Section 21151.5 of the Public Resources Code. The time periods specified in subdivisions (a) and (b) shall commence after certification of the environmental impact report, adoption of a negative declaration, or a determination by the local agency that the project is exempt from the requirements of Division 13 (commencing with Section 21000) of the Public Resources Code.

ENGINEER'S ESTIMATE ROUND A BOUT INTERSECTION **October 1, 2016**
THE ALAMEDA AND SAN JUAN-HOLLISTER ROAD

1. Mobilization	L.S.	\$8,500.00
2. Saw cut pavement	80 l.f.	\$ 1200.00
3. Excavation	1600 s.f.	\$ 9,600.00
4. Aggregate base	650 s.f.	\$ 4,875.00
5. Rolled gutter	80 l.f.	\$ 2260.00
6. 2.5 inch asphalt base	560 s.f.	\$ 5,000.00
7. 2" asphalt overlay	11,150 s.f.	\$28,100.00
8. Concrete pavers	500 s.f.	\$ 2,700.00
9. Directional signage	L.S.	\$ 7,000.00
10. Pavement striping	L.S.	\$ 20,500.00

Subtotal	\$ 89,735.00
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Contingency	15%	\$13,460.00
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Construction Inspection	\$ 5,230.00
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Construction Survey	\$ 5,000.00
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Traffic Control and signs	\$ 7,600.00
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Total	\$ 121,025.00
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- No additional Right of way required for project
- No encroachment permit required from County or City
- Design by City of San Juan Bautista
- Bids for construction to coincide with subdivision project.

Fair Share cost analysis round a bout- The Alameda and San Juan-Hollister Rd.

<u>Project</u>	<u>Zoning</u>	<u>Area</u>	<u>Traffic Index</u>	<u>A x T</u>	<u>% Fac.</u>	<u>Contribution</u>
a. Dadwal	C	1.10 Ac	1391	1530	14.8x 1.71	25.6%
b. Hacienda	C	2.80 Ac	731	2047	4.6x 1.15	5.3%
c. Copperleaf	R-1	12.50 Ac.	427	5337	13.6x 0.89	12.1%
d. K & D	M	18.08 Ac.	767	13,867	31.4x 0.83	26.2%
e. Dale Coke	M	12.50 Ac.	767	9588	21.7x 0.83	18.1%
f. Kurasaki	M	8.80 Ac.	767	6,750	15.3x 0.83	12.7%

CITY OF SAN JUAN BAUTISTA

STAFF REPORT – CITY COUNCIL

DATE: January 17, 2017

SUBJECT: Final Subdivision Map Copperleaf Subdivision. Tract No. 337.

APPLICANT: Edenbridge Investments, Inc.

GENERAL PLAN: On August 2, 2016, the Planning Commission passed Resolution 2016-31, which included Findings that the Project was consistent with the General Plan. The final map of Copperleaf Subdivision is consistent with the 2035 General Plan.

ENVIRONMENTAL REVIEW: On August 2, 2016, the Planning Commission passed Resolution 2016-31, which approved a Mitigated Negative Declarations (MNG) for this Project.

ZONING: The proposed land uses of the Copperleaf Subdivision is consistent with the zoning district to which the subdivision is located.

DETAILS: On November 17th, 2016 the City Council held a closed session to consider the legal issues raised on behalf of Edenbridge Inc by Norman E. Matteoni of the Matteoni, O’Laughlin & Hechtman Law Office and the legal issues raised on October 18, 2016 by Katharine Oesterreich, on behalf of Edenbridge Inc. It was announced out of closed session that the City Council found that the Vesting Tentative Map was legally certified by the failure of the Planning Commission to take final action on the Map and make applicable findings within fifty days of the approval of the Mitigated Negative Declaration and General Plan consistency findings.

The certified Vesting Tentative Subdivision Map was subject to conditions of approval, mitigation measures and mitigation monitoring programs. (See attached Exhibits.) The development will construct interior roads, streets, Courts and Lanes. The Subdivision will widen and improve San Juan-Hollister Road with curbs, gutter, sidewalks and asphalt pavement along San Juan –Hollister Road. The subdivision will also extend sidewalk to existing sidewalk along Hacienda de Leal providing a continuous pedestrian pathway from the Mission RV park to the intersection of 156 and The Alameda. This final map consists of 45 lots as shown on the enclosed tentative map.

1. Final Copperleaf Subdivision Tract No. 337
2. Subdivision Improvement Agreement Signed and executed by applicant.
3. Faithful Performance Security in the amount of \$ 2,429,364.00
4. Labor and Materials Security in the amount of \$ 1,214,682.00
5. Improvement Plan Checking fees: \$ 36,440.46
6. Inspection Fee: \$ 48,587.28
7. Map Recording Fee: \$30.00.
8. Map Duplication Fee: \$270.00
9. Subdivision Guarantee: (10 day prior to recordation of final map)

10. Reimbursable agreement for off-site fair share improvements. (See G below.)

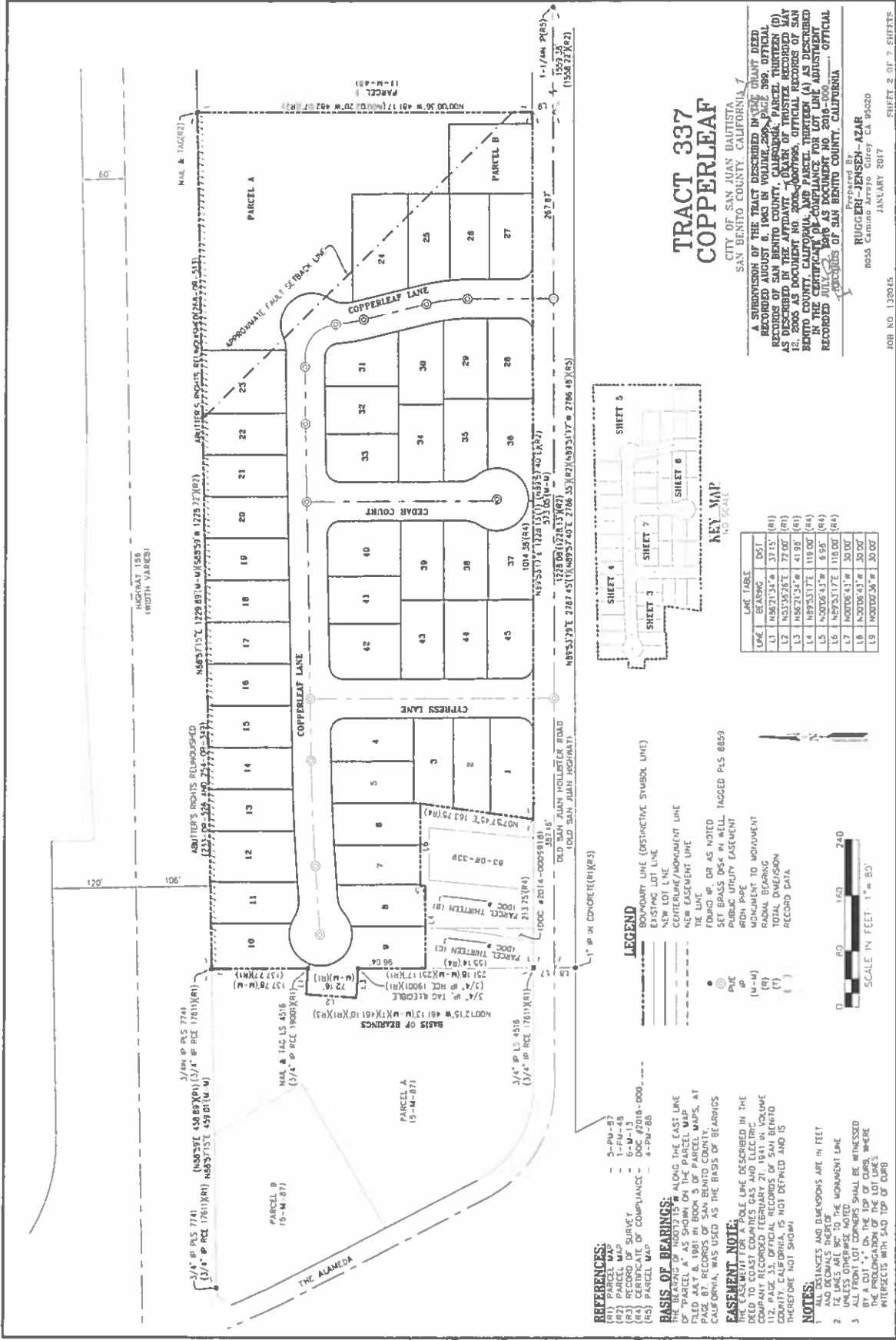
ANALYSIS: Pursuant to Municipal Code Section 10-2-930, “[t]he City Council shall take final approval action on final maps. It shall disapprove a final map for failure to meet or perform any of the requirements or conditions imposed by the Subdivision Map Act, this Chapter, or the approved tentative map for the subdivision; provided, that a final map shall be disapproved only for failure to meet or perform requirements or conditions which were applicable to the subdivision at the time of approval of the tentative map; and provided further, that such disapproval shall be accompanied by a finding identifying the requirements or conditions which have not been met or performed. A final map shall not be disapproved when the failure to meet requirements or conditions is the result of a technical or inadvertent error which does not materially affect the validity of the map as may be determined by the City Council.

It is noted that the City Council must act upon this Map at this meeting or the next regular meeting or it will be deemed approved. Gov’t Code Sec. 66458(b). Law provides that the Council’s function is administrative, ministerial and mandatory where the final tract map complies with the state and local laws and has complied with the conditions to the tentative tract map. Great Western Sav. & Loan Assn. v. City of Los Angeles (1973) 31 Cal.App.3d 403, 410 [107 Cal.Rptr. 359, 363]. The Developer is entitled to the acceptance and approval of the Final Map, without the imposition of new or altered conditions. Anthony v. Snyder, 116 Cal.App.4th 643, 660, 664 (2004).

RECOMMENDATIONS: Adopt Resolution 2017-XX, a Resolution of the City Council of the City of San Juan Bautista approving final subdivision map of Copperleaf Subdivision, Tract No. 337.

- A. Approved Final Map of Tract 337, Copperleaf Subdivision and authorize recordation.
- B. Accept on behalf of the public, the offer of dedication of Public Rights of Way for the following
 - 1. 10 feet wide PUE along San Juan –Hollister Road
 - 2. Copperleaf Lane
 - 3. Cedar Court
 - 4. Cypress Lane
- C. Accept the offer of dedication of Parcel “B” for public purposes to construct a domestic water well.
- D. Accept the offer to reserve Parcel “A” for landscaping, storm water management and open space purposes.
- E. Approve Subdivision Improvement Agreement with performance securities, hold harmless agreement and authorize Mayor, City Clerk and City Engineer to sign.
- F. Accept Insurance Certificate, Certificate of Bonds, plan checking fees, inspection fees for the Copperleaf Project
- G. Approved Reimbursable Agreement for off-site improvements for fair share cost of the following.
 - 1. Fair share cost of 20% for the deceleration lane of the Dadwal Fuel Station Project.
In the amount of \$60,940.00

2. Fair share cost of 12% for the Round a Bout intersection at San Juan-Hollister Road and The Alamedas/Salinas Grade Road Capital Improvement Account Fund in the amount of \$14,640.00.
3. Fair Share cost of 10.25% to drill and install a domestic water well at well site Parcel "B" is based upon the increase water demand from the Copperleaf Subdivision at 330 gallon per dwelling unit per day and 9,950 gallons per week for irrigation of park and open space and landscaping in the amount of \$15,375 paid to the Water Capital Improvement Reserve Fund.



TRACT 337 COPPERLEAF

CITY OF SAN JUAN BAUTISTA
SAN BENITO COUNTY, CALIFORNIA

A SUBDIVISION OF THE TRACT DESCRIBED IN THE GRANT DEED RECORDED IN THE PUBLIC RECORDS OF SAN BENITO COUNTY, CALIFORNIA, AS DESCRIBED IN THE ATTACHED PLAT OF TRUSTEES RECORDED MAY 12, 2006 AS DOCUMENT NO. 2006-000786, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA, AND PARCEL THIRTEEN (A) AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED IN THE PUBLIC RECORDS OF SAN BENITO COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
6055 Camino Arroyo Guay CA 95020
JANUARY 2017

2ND SUBMITTAL JANUARY 2017

REFERENCES:

- (R1) PARCEL MAP
- (R2) PARCEL MAP
- (R3) RECORDS OF SAN BENITO COUNTY
- (R4) CERTIFICATE OF COMPLIANCE - DOC #2018-000
- (R5) PARCEL MAP

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- NEW EASEMENT LINE
- THE LINE
- FOUND "P" OR AS NOTED
- SET BRASS 064 IN WELL TAGGED PLS 8859
- PUBLIC UTILITY EASEMENT
- IRON PIPE
- MONUMENT TO MONUMENT
- MONUMENT BEARING
- TO BE LOCATED
- RECORD DATA

NOTES:

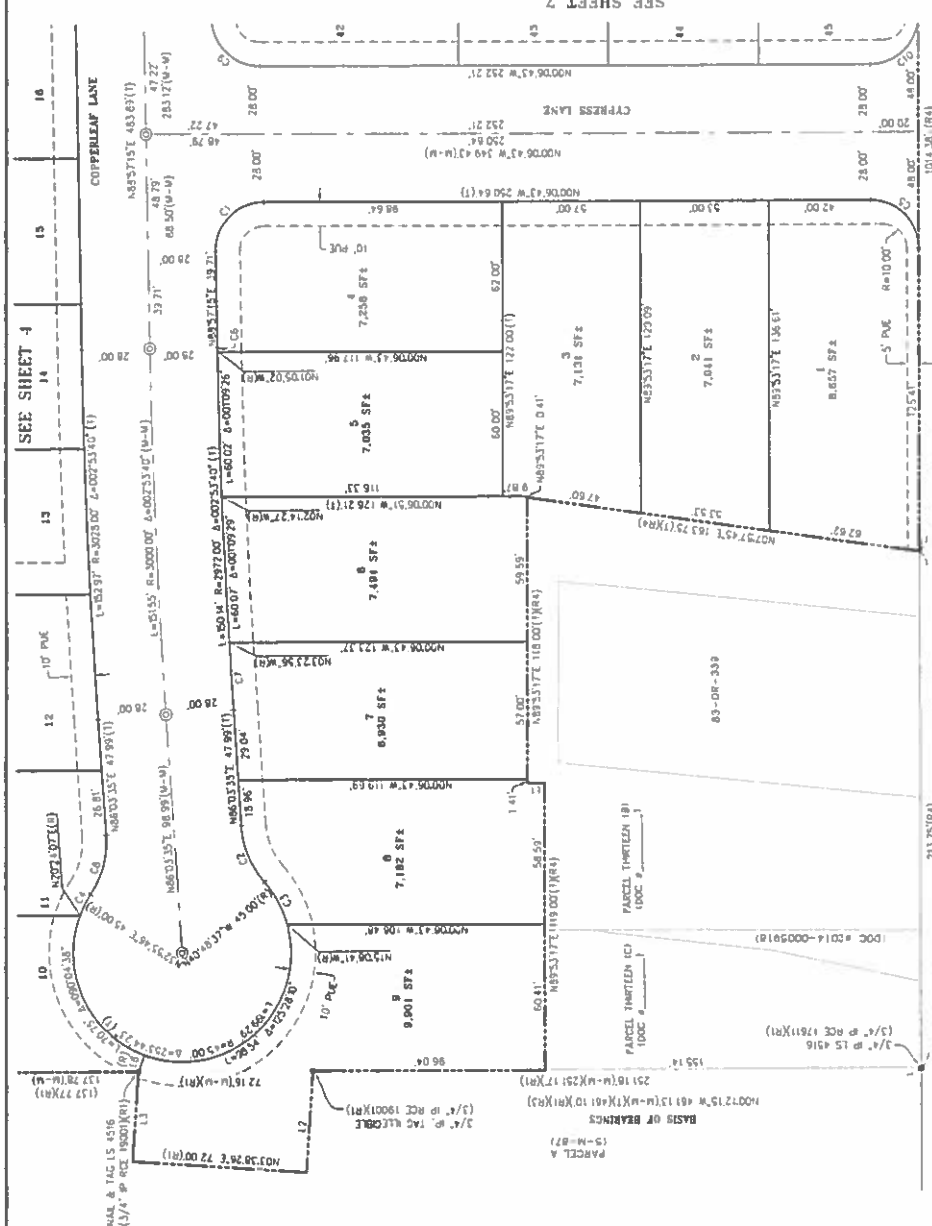
- ALL DISTANCES AND DIMENSIONS ARE IN FEET
- ALL DISTANCES ARE TO THE MONUMENT LINE
- UNLESS OTHERWISE NOTED
- ALL FRONT LOT CORNERS SHALL BE WITNESSED BY A "P" ON THE TOP OF CORNER WHERE THE RECORDS INTERSECT WITH SAID TOP OF CORNER

LOT AREA TABLE

LOT	BEARING	DIST
1	N 86°21'34" W	37.15' (R1)
2	N 63°32'28" E	72.00' (R1)
3	N 63°32'28" E	41.98' (R1)
4	N 63°32'28" E	119.00' (R4)
5	N 63°32'28" E	6.95' (R4)
6	N 63°32'28" E	118.00' (R4)
7	N 63°32'28" E	30.00' (R4)
8	N 63°32'28" E	30.00' (R4)
9	N 63°32'28" E	30.00' (R4)

LOT DIMENSION TABLE

LOT	BEARING	DIST
1	N 86°21'34" W	37.15' (R1)
2	N 63°32'28" E	72.00' (R1)
3	N 63°32'28" E	41.98' (R1)
4	N 63°32'28" E	119.00' (R4)
5	N 63°32'28" E	6.95' (R4)
6	N 63°32'28" E	118.00' (R4)
7	N 63°32'28" E	30.00' (R4)
8	N 63°32'28" E	30.00' (R4)
9	N 63°32'28" E	30.00' (R4)



LEGEND

BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)

EXISTING LOT LINE

NEW LOT LINE

CENTERLINE/MONUMENT LINE

NEW EASEMENT LINE

IRON PIPE

SET BRASS DISK IN WELL

FOUND UP OR AS NOTED

SET BRASS DISK IN WELL

TAGGED PLS 8859

PUBLIC UTILITY EASEMENT

IRON PIPE

MONUMENT TO MONUMENT

RADIAL BEARING

TOTAL DIMENSION

RECORD DATA

(U-U)

(R)

(T)

()

NOTES:

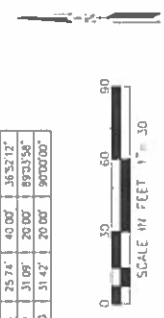
1. ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

2. THE LINES ARE 90° TO THE MONUMENT LINE.

3. ALL FRONT LOT CORNERS SHALL BE WITNESSED BY A QUIT "X" ON THE TOP OF CORNER, WHERE THE PROLONGATION OF THE LOT LINES INTERSECTS WITH S&O TOP OF CURB.

CHUCK TABLE	RADIUS	DELTA
C1	31.91	70.00
C2	23.42	40.00
C3	20.16	45.00
C4	9.64	45.00
C5	31.42	70.00
C6	1.97	2372.00
C7	28.00	2972.00
C8	25.74	40.00
C9	31.09	20.00
C10	31.42	20.00

LINE	BEARING	DIST.
L1	N00°00'00"E	6.98'
L2	N82°13'34"W	31.95'
L3	N82°13'34"W	30.00'
L4	N00°00'00"E	30.00'
L5	N00°00'00"E	7.30'



TRACT 337 COPPERLEAF

CITY OF SAN JUAN BAUTISTA
SAN BENITO COUNTY, CALIFORNIA

A SUBDIVISION OF THE TRACT DESCRIBED IN ONE GRANT DEED RECORDED AUGUST 6, 1963 IN VOLUME 298, PAGE 399, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA, AND THE TRACT DESCRIBED IN ONE GRANT DEED RECORDED JANUARY 21, 1981 IN VOLUME 12, 2006 AS DOCUMENT NO. 2006-000789, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA, AND PARCEL THIRTEEN (A) AS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 15, 2009 AS DOCUMENT NO. 2009-000000, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA.

RIGGER-JENSEN-AZAR
800 S. Camano Avenue, Gilroy, CA 95020
JANUARY 2017

JOB NO. 132045
SHEET 3 OF 7 SHEETS
2ND SUBMITTAL JANUARY 2017

BASIS OF BEARINGS:

THE BEARINGS OF 100°12'15" W ALONG THE EAST LINE OF "PARCEL A" AS SHOWN ON THE PARCEL MAP OF "TRACT 337" ARE BASED ON THE PARCEL MAPS, AT PAGE 87, RECORDS OF SAN BENITO COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

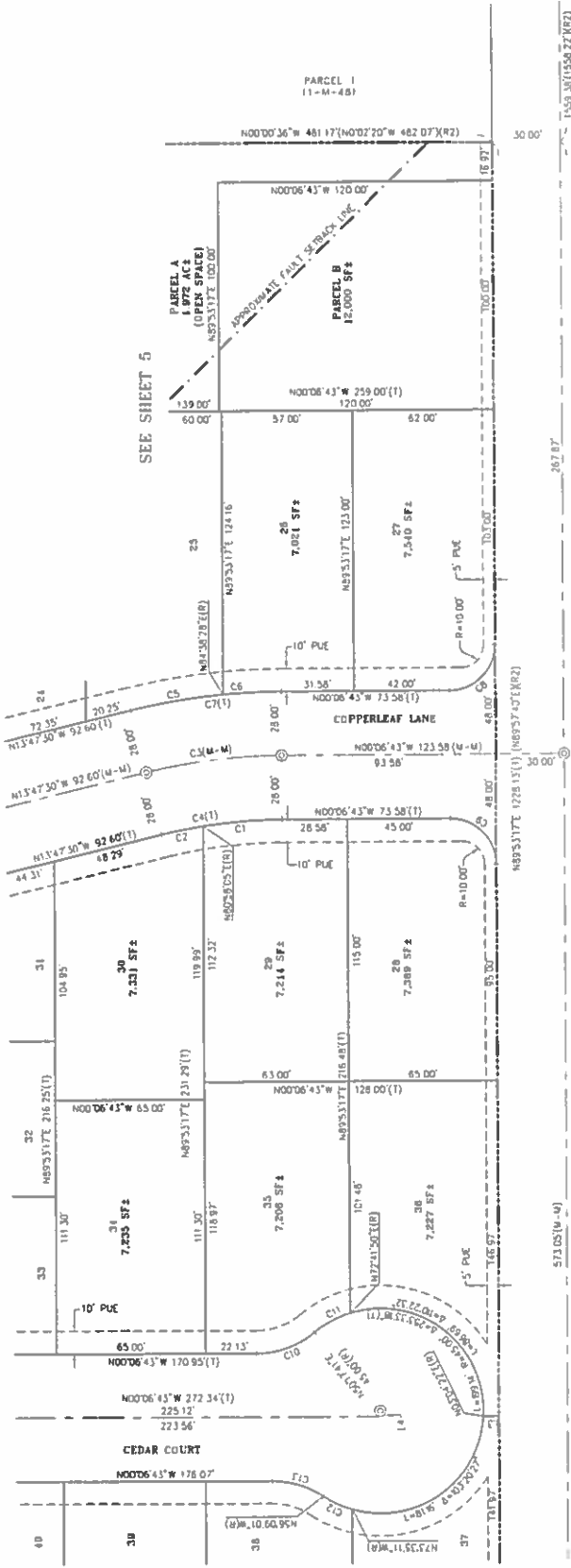
REFERENCES:

- (R1) PARCEL MAP
- (R2) PARCEL MAP
- (R3) RECORD OF SURVEY
- (R4) CERTIFICATE OF COMPLIANCE
- (R5) PARCEL MAP

EASEMENT NOTE:

THE EASEMENT FOR A POLE LINE DESCRIBED IN THE DEED TO COAST COUNTRIES GAS AND ELECTRIC COMPANY RECORDED FEBRUARY 21, 1981 IN VOLUME 12, 2006 AS DOCUMENT NO. 2006-000789, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA, IS NOT DEFINED AND IS THEREFORE NOT SHOWN.

SEE SHEET 7



SEE SHEET 7

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- MENTER/ADJUTMENT LINE
- MENTER/ADJUTMENT LINE
- THE LINE
- FOUND IP, OR AS NOTED
- SET BRASS DSK IN WELL
- PUBLIC UTILITY EASEMENT
- IRON PIPE
- MONUMENT TO MONUMENT
- RADIAL BEARING
- TOTAL DIMENSION
- RECORD DATA

NOTES

- ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- THE LINES ARE 90° TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.
- ALL FRONT LOT CORNERS SHALL BE WITNESSED BY A SURVEYOR'S MONUMENT OR OTHER MARK.
- THE PROLONGATION OF THE LOT LINES INTERSECTS WITH S&D TOP OF CURB.

EASEMENT NOTE:

THE EASEMENT FOR A POLE LINE DESCRIBED IN THE DEED TO COAST COUNTIES GAS AND ELECTRIC COMPANY RECORDED FEBRUARY 21, 1941 IN VOLUME 112, PAGE 33, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA, IS NOT DEFINED AND IS THEREFORE NOT SHOWN.

REFERENCES:

- (1) PARCEL MAP
- (2) PARCEL MAP
- (3) RECORD OF SURVEY
- (4) CERTIFICATE OF COMPLIANCE - DOC #2016-000
- (5) PARCEL MAP

BASIS OF BEARINGS:

THE BEARINGS OF N0012 15' W ALONG THE EAST LINE OF PARCEL A AS SHOWN ON THE PARCEL MAP WERE OBTAINED FROM THE PARCEL MAP, AT PAGE 87, RECORDS OF SAN BENITO COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

CURVE	LENGTH	RADIUS	DELTA
C1	34.56'	222.00'	83.51°
C2	18.44'	222.00'	43.55°
C3	59.63'	250.00'	131.63°
C4	53.00'	222.00'	131.63°
C5	40.92'	218.00'	87.53°
C6	25.46'	218.00'	51.43°
C7	66.37'	218.00'	131.63°
C8	31.42'	20.00'	90.00°
C9	31.42'	20.00'	90.00°
C10	27.64'	40.00'	35.35°
C11	17.57'	45.00'	22.41°
C12	13.87'	45.00'	17.76°
C13	23.71'	40.00'	33.57°

LINE TABLE		
LINE	BEARING	DIST
L1	N86°21'34" W	41.98'
L2	N86°21'34" W	37.14'
L3	N00°06'43" W	6.77'

TRACT 337 COPPERLEAF

CITY OF SAN JUAN BAUTISTA
SAN BENITO COUNTY, CALIFORNIA

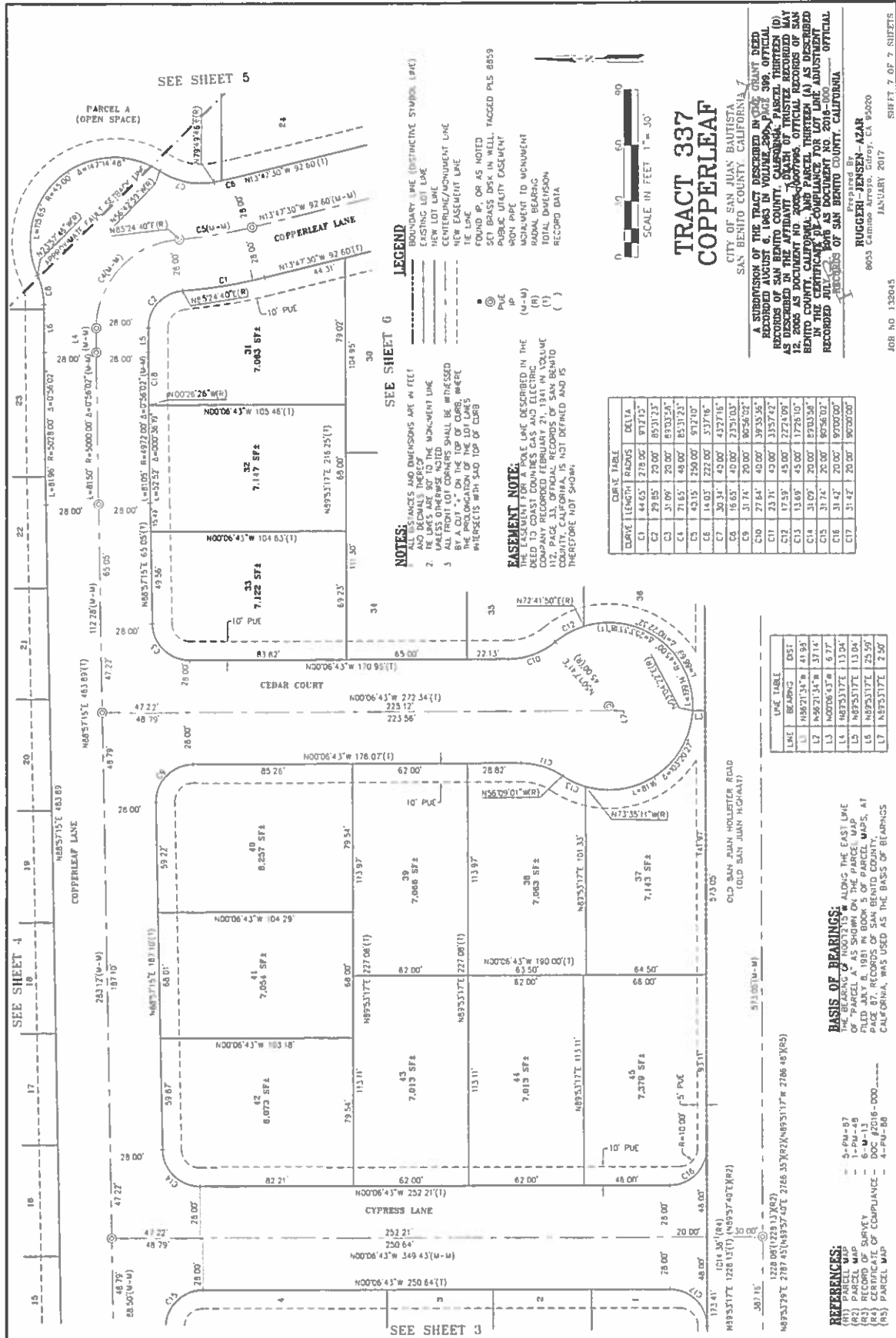
A SUBDIVISION OF THE TRACT DESCRIBED IN THE TRACT MAP RECORDED IN THE PUBLIC RECORDS OF SAN BENITO COUNTY, CALIFORNIA, PARCEL THIRTEEN (13) AS DESCRIBED IN THE AFFIDAVIT, DATED OF TRUSTEE RECORDS OF MAY 12, 2006 AS DOCUMENT NO. 2006-0007995, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA, AND PARCEL THIRTEEN (13) AS DESCRIBED IN THE AFFIDAVIT, DATED OF TRUSTEE RECORDS OF MAY 12, 2006 AS DOCUMENT NO. 2006-0007995, OFFICIAL RECORDS OF SAN BENITO COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy CA 95020
JANUARY 2017

JOB NO. 132045

SHEET 8 OF 7 SHEETS

2ND SUBMITTAL JANUARY 2017



RESOLUTION 2016-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DECLARING THE VESTED TENTATIVE MAP (VTM 2016-01) FOR THE COPPERLEAF SUBDIVISION WITH MITIGATION MEASURES, MONITORING AND REPORTING PROGRAMS, AND CONDITIONS OF APPROVAL APPROVED PURSUANT TO SECTION 66542.4 OF THE SUBDIVISION MAP ACT AND SAN JUAN BAUTISTA MUNICIPAL CODE SECTION 10-02-530 AND DIRECTING CERTIFICATION BY THE CITY CLERK

WHEREAS, on August 2, 2016, the Planning Commission received the staff report, all written correspondence, oral input and public testimony on the Edenbridge Inc. proposed 45 lot Copperleaf Subdivision to evaluate the project for consistency with the 2025 General Plan and its potential impacts to the environment of the surrounding and immediate area and passed Resolution 2016-31, which approved a Mitigated Negative Declarations (MNG), with General Plan consistency findings for Copperleaf Subdivision and continued the public hearing; and

WHEREAS, on September 6, 2016, the Planning Commission reviewed and received public comments on a Vesting Tentative Map for the Copperleaf Subdivision (Map) and continued the hearings so that staff could return with the appropriate documentation and findings; and

WHEREAS, on October 4, 2016, the matter returned to the Planning Commission. Edenbridge Inc. attorney, Norman E. Matteoni of the Matteoni, O’Laughlin & Hechtman Law Office presented a letter to the Planning Commission, which declared the Map automatically approved because no action was taken within fifty days from approval of the Environmental Review. (SJB Municipal Code Sec. 10-02-530, Gov’t Code Sec. 66452.4). However, it was noted by the City Attorney that the last day to appeal the approval of a Subdivision Map to the City Council under the San Juan Bautista’s Municipal Code was October 6, 2016 (fifty days plus the fifteen calendar day appeal period provided in SJB Municipal Code Sec. 10-2-540.) If this time limitation was applicable, rather than the ten day time limit for appeals set forth in the Subdivision Map Act at Government Code Section 66452.5(b)(2), then appeal of the automatic approval could be possible. As such, the Planning Commission held a hearing, denied the Map and made detailed oral findings to support the denial of the Map; and

WHEREAS, on October 5, 2016, Jolene Cosio appealed the automatic approval of the Map. The appeal was timely under the San Juan Bautista Municipal Code but was not timely under the State Subdivision Map Act; and

WHEREAS, the City Council held a closed session on November 1st 2016 to consider the legal issues raised on behalf of Edenbridge Inc. by Norman E. Matteoni of the Matteoni, O’Laughlin & Hechtman Law Office and the legal issues raised on October 18, 2016 by Katharine Oesterreich, on behalf of Edenbridge Inc. which could lead to litigation against the City; and

WHEREAS, it was announced out of closed session that the City Council found that the Vesting Tentative Map was legally certified by the failure of the Planning Commission to take final action on the Map and make applicable findings within fifty days of the approval of the Mitigated Negative Declaration and General Plan consistency findings. The City Council found

that it was appropriate and more legally defensible to follow the ten day limit for appeal set forth in the State Subdivision Map Act, rather than the fifteen day limit in the San Juan Bautista Municipal Code for appeal of the decision and therefore the appeal of Jolene Cosio, was not timely and could not be heard. The appeal by Edenbridge Inc. of the Planning Commission action to deny the Map on October 4, 2016, was not appropriate because the Planning Commission decision was made after the date of automatic approval and the decision was *ultra vires*. As such, the appeal would not be heard.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Juan Bautista, does hereby approve this Resolution declaring that the Vested Tentative Map (VTM 2016-01) for the Copperleaf Subdivision with conditions of approval, Mitigation Measures and Monitoring and Reporting Programs is approved by law pursuant to Government Code Section 66542.4. and San Juan Municipal Code Section 10-02-530 and directs the City Clerk to certify the Vesting Tentative Map.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista on the 1st day of November, 2016 by the following vote.

AYES: **Lund, West, Martorana, Edge**

NOES: **None**

ABSENT: **Boch**

ABSTAIN: **None**

ATTEST:

Mayor Rick Edge

City Clerk Connie Schobert

EXHIBIT A

CONDITIONS OF APPROVAL

1. The applicant shall dedicate, improve and guarantee by bond the following streets, roads or cul-de-sac as shown upon the approved vested tentative map labeled Tentative Map for Copperleaf Subdivision, including but not limited to concrete curbs, gutters, sidewalks, aggregate base, asphalt street surfacing, sewer mains and laterals, water mains and water service laterals, underground electrical, telephone, cable TV conforming to City of San Juan Bautista Standard specification.
 - a. Street Copperleaf Lane
 - b. Street Cedar Court
 - c. Street Cypress Lane
2. The applicant shall improve and guarantee by bond the half street improvements along San Juan-Hollister Road including but not limited to concrete curbs, gutters, sidewalk, sewer mains, manhole, water valves, fire hydrants, underground electrical, telephone, cable TV, asphalt surfacing, aggregate base, pavement centerline stripping, bike lane striping, street name signs, architectural fence, low shrubbery landscaping and drip irrigation system. The improvements shall extend from Lot 1 to the easterly end of the curb, gutter and sidewalk of the Hacienda de Leal motel. Provisions shall be made for one 16' wide concrete driveway to lot C.
3. The applicant shall enter into a Subdivision Agreement and post a faithful performance bond, labor and materials bond guaranteeing construction all improvements within the subdivision.
4. The applicant shall submit a grading, erosion control and storm water pollution prevention plan (SWPPP) for all earthwork and grading activities proposed for the subdivision.
5. The applicant shall obtain an encroachment permit for all improvement in the San Juan-Hollister, Road.
6. The applicant shall enter into an indemnification and hold harmless agreement with the City of San Juan Bautista for the approval of the subdivision.
7. The applicant shall submit a geotechnical soils report for the subdivision with recommendations for the structural sections of street improvements, foundation design standards for building and structures and recommendation for field testing, inspections and compaction standards.
8. The applicant shall submit an archaeological report to the City prior to approval of the tentative map.
9. The applicant shall submit a drainage report to the City showing the on-site storm water drainage system, retention capacity and application for the submittal of a Conditional letter of map amendment (CLOMA) to Federal Emergency Management Agency.
10. The applicant shall install fire hydrants within the subdivision. The location shall be determined by the City Engineer.
11. The applicant shall relocate and underground the electrical distribution line running across lots 7, 8, 11 and 12 to a location as determine in the final improvement plans and coordination with the utility company.
12. The applicant shall install an architectural sound wall, similar to the existing sound wall on State Route 156, along the rear lots of 10 through 23 and architectural fence along Open Space Lot "A" for 220 feet. Also a side yard fence along San Juan-Hollister Road

of lots 27, 28, 36, 37, 45, and 1. A fence shall be constructed along the west property line of lot 9, 10 and Lot C.

13. The applicant shall extend the street improvements to the east boundary of the subdivision, provide finish rough grade to lot B and the 28 feet wide maintenance driveway to Lot A. The applicant shall dedicate to the City a 100'x100 lot designated lot B and participate in a fair share portion of the cost to install a domestic well meeting the City Standards together with electrical service, fencing and security night lighting. The applicant shall upon approval from the state and activation of the new well on lot B, remove and the demolition of well no. 2 per state standards.
14. The applicant shall submit improvement plans and construct a storm drainage retention pond for all surface runoff water from the subdivision.
The storm drainage retention pond shall be designed with multiple elevation levels. The pond shall have a perimeter fence with access gates or entrance which restrict pedestrian and maintenance equipment access during heavy rainy periods.
15. The applicant shall submit a traffic report to the City identifying traffic volumes, patterns, pedestrian traffic, together with mitigations measures to address impacts to the vehicular and pedestrian traffic at the intersection of The Alameda and State highway 156.
16. The applicant shall install street lights within the subdivision that conform to the City adopted dark sky ordinance. Location shall be determined by the City in coordination with the utility company.
17. The applicant shall submit plans to Caltrans for the installation of pedestrian push button signal facilities on existing signal poles situated on the east side of the intersection and install a painted pedestrian cross walk across State Highway 156 on the east side of the intersection from the south side to north side of the Alameda.
18. The applicant shall participate in fair share cost for the construction of a deceleration right turn lane and an east bound right turn overlap signal phase at the intersection of State Highway 156 in accordance with the recommendation of the traffic study report from Hatch Mott McDonald.
19. The applicant shall as part of the Subdivision Agreement, noted in condition 3 above, pay a subdivision improvement plan check fee of 1.5% and improvement plan inspection fee of 2% of the improvements cost identified in the subdivision agreement. The inspection fees shall be use for on-site inspection services to the subdivision during construction.
20. The applicant shall submit to the City a Site and Design Review Permit application for all homes and or secondary units proposed. The application shall consist of a site plan showing all setbacks and property line dimensions, floor plans with square footage calculations, exterior elevation of all four sides, a landscaping and irrigation plan showing the drought resistant plants, turf areas not exceeding 25% of the front yard area and a layout or schematic of the drip irrigation systems.
21. The applicant shall obtain a building permit for each home and pay building permit fee, plan check fee, electrical permit fee, plumbing permit fee, mechanical permit fee, fire sprinkler permit fee, strong motion instrumentation fee, green fee, water connection fee when allowed by the State, sewer connection fee, traffic impact fee, public safety development fee, park development fee, storm drainage development fee, library development fee and public/civic facilities development fees for each dwelling permit issued. The applicant may elect to use four or five base model plans for the building permit plan check fees and the City will establish credit to each subsequent building permit issuing the same floor plans and structural improvements.

22. The applicant shall install a domestic water and fire sprinkler service to each home with a water utility box conforming to the city's standard plan B3-3. A separate ball valve or equal shall be install behind each water service box.
23. The applicant shall form and implement a landscaping and lighting district for the subdivision to maintain the landscaping and electrical costs for the street lights. The internal street light standard shall be similar to those in the down town area.
24. The applicant shall form a Community Maintenance Service District for the continual maintenance, repair of streets, storm drain facilities, park facilities and street sweeping.
25. The applicant shall install all street lighting equipped with LED fixtures within the subdivision. Location shall be determined by the City Engineer in coordination with the utility company.
26. The applicant shall contribute a fair share contribution, not exceeding 15% of the cost of a roundabout improvement project at the intersection of The Alameda and San Juan-Hollister Road.
27. The applicant shall install a small community park with walkways, benches, picnic tables, drought tolerant landscaping, trees, and turf area and irrigation facilities at the northwest quadrant of lot A.
28. Mail service for all resident of the subdivision shall be picked up at the Post Office, located in the Windmill Market complex, unless deemed otherwise by the San Juan Bautista Post Office Manager. If postal service is provided to the subdivision, group cluster drop-off boxes shall be provided at locations throughout the subdivision..
29. The applicant shall construct a school bus stop area within the subdivision within the vicinity of Lot A or as determined by the School District. Bus services will be provided by the Aromas-San Juan School District.
30. The applicant shall submit to the Planning Commission an application for all temporary on-site sales signs and one off- premise sign for marketing and sales purposes.
31. The applicant shall allow construction activities within the subdivision to hours between 7:30 A.M. to 6:00 P.M. Monday through Friday and 8:30 A.M. to 5:30 P.M. on Saturday. No construction shall be allowed on Sundays and Federal or State Holidays.
32. The applicant shall restrict all loud noises, vibratory equipment, trucks backup devices, and gas powered compaction tools to hours between 8:30 A.M. to 4:00 P.M. during the permitted days of the week for construction. No construction on Sundays or Federal or State Holidays unless it is done within a closed building or structure.
33. The applicant shall have the following note placed on all construction drawings and plans. "If prehistoric archaeological resources or human remains are unexpectedly discovered during construction, work shall be halted within 10 meters (25 feet) of the find until it can be evaluated by a qualified professional archeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented."
34. The applicant shall obtain all rights of way and easements required and necessary for the construction and completion of the Copperleaf subdivision.
35. The applicant shall submit to the City and San Benito County Environmental Health a hazardous waste management plan together with emergency contact information.
36. The applicant shall submit to the City a solid waste disposal plan for all solid waste material disposed of from the project site.
37. The applicant shall submit a copy of the permit from the Monterey Bay Area Air Pollution Control District if required.

38. The applicant shall install a separate water service lateral to each lot for a fire sprinkler system and potable water. The services shall conform to the City standards. Separate water, electrical and telephone services shall be to each secondary unit constructed.
39. A note shall be placed upon all improvement plans for all grading, excavation and embankment during high wind periods shall cease. The City Planning Department or building inspector shall contact the contractor when construction activities shall cease due to high winds.
40. Prior to final occupancy of the residential structures, a final building inspection shall be performed by the City.
41. Prior to issuance of a building permit, school impact fee shall be paid to the Aromas-San Juan school District. Confirmation of the payment shall be submitted to the City.
42. The applicant shall restrict the number of two story structure built on each street frontage to no more than seventy (70%). The roof line shall vary in style, roof pitch, design, color and type of roof material. All structures within the subdivision shall incorporate a drought tolerant landscaping, drip irrigation systems and have a least one street tree within the lot frontage of each house. Turf area shall be minimized to the best practices.
43. The applicant shall submit the final map of the phases to be recorded if applicable together with all the necessary documentation, recording fees, subdivisions guarantees, tax clearance letter and executed subdivision agreement,
44. All residential homes shall be constructed and designed for future solar conversions.
45. The applicant shall submit to the City a copy of the P.G. & E utility underground electrical, telephone, gas and communication plans for the subdivision.
46. The applicant shall provide sound reduction-type windows on the rear of all homes of lots 10 through 23 backing up on State Highway Route 156.
47. The applicant, in accordance with assessment findings in the WSA, Inc. Cultural Resources Assessment Report dated October 2015, shall remove the old barn, cabin and modern outbuilding situated on lot 9.

EXHIBIT B**MITIGATION MONITORING AND REPORTING**

Environmental Topic	Mitigation Measures	Implementation Responsibility
AESTHETICS AESTHETICS-1: Site Plan and Landscape Plan	AES-1 The applicant shall submit for review a Project site plan that shows design features including a landscape and irrigation plan to the City prior to approval of the Final Map. The site plan and landscaping design shall depict the types of vegetation planned for areas adjacent to driveways, streets, and storm drainage areas, as well as landscaping of the individual residences to complement the planned architectural design and to uphold the visual quality of the site. The landscape plan shall also depict Project sound walls (along State Route 156) per the noise study, plus fences, and other design features. The Project shall meet the City's site plan and design review standards, as outlined in the City's Municipal Code, and General Plan 2035 Conservation Policy that supports use of local native plant species for landscaping, and avoidance of invasive plant species.	Project Site Developer(s)
AESTHETICS-2: Lighting Plan	AES-2 The applicant shall submit a lighting plan for the Project conforming to the City's dark sky regulations and standards, with provisions for shields on all lighting fixtures. All light fixtures shall be directed into the Project site.	Project Site Developer(s)
AIR RESOURCES AIR RESOURCES-1: Limit Exposure to Sources of TAC Emissions	AIR-1 The Project shall include the following measures to minimize long-term TAC exposure for new Project occupants: • Design buildings and site to limit exposure from sources of TAC emissions. The site layout shall locate windows and air intakes as far as possible from Highway 156 traffic lanes, using Figure 6 as a guide. Any modifications to the site design shall incorporate buffers between residences and the freeway. • To the greatest degree possible, plant vegetation	

	<p>along the Project site boundary with Highway 156 and around outdoor use areas. This barrier shall include trees and shrubs that provide a dense vegetative barrier. • Mechanical ventilation shall be installed on an individual unit-by-unit basis, with individual air intake and exhaust ducts ventilating each unit separately in the case of single-family housing. Install air filtration in residential buildings where cancer risk is greater than 10 in one million (see Figure 6). Air filtration devices shall be rated MERV11 or higher. To ensure adequate health protection to sensitive receptors, this ventilation system shall meet the following minimal design standards:</p> <ul style="list-style-type: none"> o A MERV11 filter or higher rating at receptors shown to exceed 10 in one million (or 1 in 100,000 cancer risk) in Figure 6; o At least one air exchange(s) per hour of fresh outside filtered air; and o At least four air exchange(s) per hour recirculation. <p>• Ensure that the property purchase documents include assurance that new owners are provided information on the ventilation system, including cleaning and maintenance requirements.</p>	Project Site Developer(s)
<p>BIOLOGICAL RESOURCES</p> <p>BIOLOGY-1: Pre-construction Bird Survey</p>	<p>BIO-1 If Project construction-related activities would take place during the nesting season (February through August), preconstruction surveys for nesting passerine birds within the Project site, and the surrounding area of influence of the Project site, should be conducted by a competent biologist prior to the commencement of the tree removal or site grading activities. Nesting bird surveys shall be conducted no more than 30 days prior to any vegetation removal. If any bird listed under the Migratory Bird Treaty Act is found to be nesting within the Project site or within the area of influence, an adequate protective buffer zone should be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 75 feet from the Project activities for passerine birds, and a minimum of 200 feet for raptors (birds-of prey). The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by</p>	Project Site Developer(s)

	<p>the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid Project construction zones (typically by August), the Project can proceed without further regard to the nest site.</p>	
<p>BIOLOGY-2: Pre-construction Bat Survey</p>	<p>BIO-2 To avoid “take” of special status bats, the following mitigation measures shall be implemented prior to the removal of any existing trees or structures, including the barn, on the Project site: a) A bat habitat assessment shall be conducted by a qualified bat biologist during seasonal periods of bat activity (mid-February through mid-October – ca. Feb. 15 – Apr. 15, and Aug. 15 – October 30), to determine suitability of each existing structure as bat roost habitat.b) Structures found to have no suitable openings can be considered clear for Project activities as long as they are maintained so that new openings do not occur.c) Structures found to provide suitable roosting habitat, but without evidence of use by bats, may be sealed until Project activities occur, as recommended by the bat biologist. Structures with openings and exhibiting evidence of use by bats shall be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons, and under supervision of a qualified bat biologist.d) Bat exclusion and eviction shall only occur between February 15 and April 15, and from August 15 through October 30, in order to avoid take of non-volant (non-flying or inactive, either young, or seasonally torpid) individuals.ORA qualified wildlife biologist experienced in surveying for and identifying bat species should survey the portion of the Project where tree removal is proposed to determine if any special-status bats reside in the trees. Any special-status bats identified should be removed without harm. Bat houses sufficient to shelter the number of bats removed should be erected in open space areas that would not be disturbed by Project development.</p>	<p>Project Site Developer(s)</p>
<p>CULTURAL RESOURCES</p> <p>CULTURAL-1: Historic and Prehistoric Resources</p>	<p>CULT-1 In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic-period resources, including but not limited to privies, trash deposits or similar debris, be discovered during grading, trenching, or other on-site excavation(s), earthwork within</p>	

	<p>the immediate vicinity of such discoveries shall be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find. If the find is recommended as not significant, excavation will resume. If the find is recommended to be potentially significant, or requires further testing in order to make such a determination, the archaeologist in consultation with the Project sponsor and the lead agency will develop an appropriate plan to mitigate the loss of the resource. Significant resources typically include intact deposits with physical integrity, such as refuse-filled privies, that contain the variety and quantity of artifacts required to answer research questions regarding the historic development of the Project area. Sparse sheet refuse scatters and isolated artifacts are not typically considered significant. Should any previously unknown prehistoric resources, including but not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, or pockets of dark, friable soils be discovered during grading, trenching, or other on-site excavation(s), earthwork within 25 feet of such discoveries shall be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find and suggest the appropriate steps to protect the resource.</p>	Project Site Developer(s)
CULTURAL-2: Unidentified Human Remains	<p>CULT-2 If human remains are encountered during earth-disturbing activities for the Project, all work in the adjacent area shall stop immediately and the San Benito County Coroner's office shall be notified. If the coroner determines the remains are Native American, the coroner shall contact the NAHC within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p>	Project Site Developer(s)
GEOLOGY AND SOILS		
GEOLOGY AND SOILS-1: Geologic Instability	<p>GEO-1 Seismic and other soil and geologic instability shall be addressed by adhering to</p>	

<p>GEOLOGY AND SOILS-2: Soil Erosion</p> <p>GEOLOGY AND SOILS-3: Expansive Soils</p>	<p>design recommendations in the Project's geotechnical design report and to the satisfaction of the Project engineer and City staff.</p> <p>GEO-2 Soil erosion shall be addresses by development and implementation of construction and post-construction erosion control programs in the form of a SWPPP and a SWMP, and otherwise adhering to design recommendations in the Project's geotechnical design report and to the satisfaction of the Project engineer and City staff.</p> <p>GEO-3 The presence of expansive soils shall be addressed in foundation, infrastructure, and roadway design according to the Project's geotechnical design report and to the satisfaction of the Project engineer and City staff.</p>	<p>Project Site Developer(s)</p> <p>Project Site Developer(s)</p> <p>Project Site Developer(s)</p>
<p>HAZARDS AND HAZARDOUS MATERIALS</p> <p>HAZARDS and HAZARDOUS MATERIALS-1: Soil Hazard</p>	<p>HAZ-1 The potential migration of contaminated soils from Lot C onto the Project site shall be addressed through the construction of a permanent wall along the Project boundary (shown on Attachment 1, Figure 8).</p>	<p>Project Site Developer(s)</p>
<p>HYDROLOGY AND WATER QUALITY</p> <p>HYDROLOGY-1: Stormwater Pollution</p> <p>HYDROLOGY-2: Flood Management</p>	<p>HYD-1 The applicant shall retain a qualified SWPPP consultant to prepare and submit a Stormwater Pollution Prevention Plan (SWPPP) to the City of San Juan Bautista that identified specific actions and maps Best Management Practices (BMPs) to prevent stormwater pollution during construction activities.</p> <p>HYD-2 To comply with FEMA requirements and the San Juan Bautista Municipal Code (section 12-1-400), the lowest floor elevation of each structure in the Zone AO shall be 1 foot above the highest adjacent grade. The final grading of each building in the special flood hazard area shall be at least at the base flood elevation as indicated in Table 5 (Draft IS/MND page 36).</p>	<p>Project Site Developer(s)</p> <p>Project Site Developer(s)</p>

NOISE		
NOISE-1a: Limit Exposure to Noise Sources	NOI-1a Ensure that all residents have access to outdoor use areas that achieve the City of San Juan Bautista's exterior noise criteria (Normally Acceptable 60 dBA Ldn for residential uses or Conditionally Acceptable 70 dBA Ldn after noise reduction features are included in the design). Based on the site plan provided, achieving 65 dBA Ldn would be possible for all residential land uses with the construction of a 9-foot high wall along the northern edge of the proposed development. The final barrier limits and heights shall be confirmed during final design, based on the latest site plan and grading plan.	Project Site Developer(s)
NOISE-1b: Limit Exposure to Noise Sources	NOI-1b A qualified acoustical consultant shall review the final site plan, building elevations, and floor plans prior to construction and recommend building treatments to reduce interior noise levels to 45 dBA Ldn or lower. Treatments would include, but are not limited to, sound rated windows and doors, sound rated wall and window constructions, acoustical caulking, protected ventilation openings, etc. Results of the analysis, including the description of the necessary noise control treatments, shall be incorporated in the building plans and approved design. NOI-1c Provide a suitable form of forced-air mechanical ventilation, as determined by the local building official, for all residences on the project site, so that windows can be kept closed at the occupant's discretion to control interior noise and achieve the interior noise.	Project Site Developer(s)
	NOI-2 The construction contractor will implement the following controls in order to reduce construction noise levels emanating from the site, limit construction hours, and minimize disruption and annoyance. With the implementation of these measures, the substantial temporary increase in ambient noise levels would be less-than-significant: • Limit construction activity to weekdays between 7:00 am and 7:00 pm and Saturdays and holidays between 9:00 am and 7:00 pm, with no construction on Sundays; • Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a construction	Project Site Developer(s)

	<p>project area; • Construct sound walls or other noise reduction measures prior to developing the project site, where feasible;• Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment; • Prohibit all unnecessary idling of internal combustion engines; and• Utilize “quiet” models of air compressors and other stationary noise sources where technology exists.</p>	
<p>TRANSPORTATION AND TRAFFIC</p> <p>TRAFFIC-1: Cumulative Project Traffic</p>	<p>TRAF-1 The Project shall contribute (20 % of the cost) toward recommended traffic improvements (i.e. the exclusive eastbound right turn lane and the eastbound right turn overlap signal phase) based upon the percentage of the added traffic. In addition, the Project will be responsible for payment of the San Benito County Transportation Impact Mitigation Fee.</p>	<p>Project Site Developer(s)</p>

RESOLUTION 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING FINAL MAP OF COPPERLEAF SUBDIVISION, TRACT NO. 337 TOGETHER WITH SUBDIVISION AGREEMENT ACCORDANCE WITH THE SAN JUAN BAUTISTA MUNICIPAL CODE CHAPTER 10-2

WHEREAS, the City Council of the City of San Juan Bautista adopted Resolution 2016-57 declaring the vested tentative map for Copperleaf Subdivision with conditions of approval, mitigation measures and mitigation monitoring programs approved pursuant to Section 66542.4 of the Subdivision Map Act and San Juan Bautista Municipal Code Section 10-02-530, and

WHEREAS, the Planning Commission held a public hearing on the environmental documents and approved the mitigated negative declaration, mitigation measures, mitigation monitoring report program with findings by Resolution 2016-31 on August 2, 2016.

WHEREAS, the applicant has executed the Subdivision Agreement to fulfilled the conditions of approval by incorporating the required mitigation measures, monitoring programs and subdivision improvements to meet the provisions of the City's municipal code.

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby approves the Final Map of Copperleaf Subdivision, Tract No. 337 and accepts the offer of dedication of all public Roads, Streets, Courts and Lanes as shown upon said map and approved Subdivision Improvement agreement, faithful performance bond, labor and material bond, subdivision guarantee, improvement plans, improvement plans checking fee, improvement plan inspection fee, final map recording fee, map duplication fees and reimbursable agreement for offsite work.

PASSED AND ADOPTED BY THE City Council of the City of San Juan Bautista on the 21st day of February, 2017 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Chris Martorana

ATTEST:

Connie Schobert, City Clerk

Item 6A

December 29, 2016

TO: San Juan Bautista Planning Commission
FROM: Cara Vonk
SUBJECT: Copperleaf Site and Design Review Jan. 3, 2016

Dear Planning Commissioners:

The proposed site plan and design for the Copperleaf Subdivision of 45 homes does not comply with San Juan Bautista's General Plan, Land Use Zoning Ordinance, and the city's Design Guidelines.

New single family neighborhoods are governed by Chapter 5.3 of San Juan Bautista's Design Guidelines.¹

Traditional Neighborhood Streets (2. at p. 5-8). The street layout of the development is inconsistent with the traditional street design guidelines. "[C]ul-de-sacs, T-turnarounds, gated, and/or dead-end streets should be avoided." "Traditional grid-style streets with short rectangular or square blocks are preferred for new neighborhoods. New project streets should connect with existing streets to form a continuous network of streets whenever possible." The two-plus cul-de-sacs in the subdivision perpetuate the 60's suburbia model which is inconsistent with streets that "should bear some resemblance to the older parts of town." This was accomplished with the Creek Bridge development. The Copperleaf street lay-out should be completely redesigned.

Walls (3. At p. 5-8.) The houses on San Juan-Hollister Road are facing sideways, instead of turning a welcoming front door onto the road, consistent with other

¹ The General Plan under Goal HO 3, HO 3.1.1.1 states: "Encourage new development to meet the City's design guidelines (page 179). The Zoning Ordinance Chapter 11-18 "Site Plan and Design Review" under 11-18-040 "findings" (B) "The project is consistent with the goals and policies of the General Plan and any applicable specific or community plans" and (C) "The project contributes to safeguarding the City's heritage and cultural and historic resources." Cited documents are attached.

neighborhoods, including the nearby houses facing The Alameda, the Mission Garden Apartments on Muckeleme, and Creekbridge houses facing First Street. "Residences and other structures should help define the street environment and the transition between public and private space." (2. P. 5-8.) Facing the street, these houses can take advantage of spectacular views of the Gabilan mountains and pastures. The sideways houses also violate the design guidelines because now a fence or wall encloses the side yards (see condition No. 12 for approval), giving the appearance of a "gated" community. This is inconsistent with the design guidelines, which state, "Walled and gated communities contradict the charm and friendly character of San Juan Bautista. New neighborhoods with perimeter gates and walls are strongly discouraged."

Building Design; Façade and Roof Articulation (Architectural Considerations 1. and 2., pp. 5-8 and 5-9.) The only real difference in the design of most of the houses consists of the front porch. Many have long left and right walls with no articulation. The second units have no articulation whatsoever, other than a front porch overhang. "Building design should feature the residential living space as the primary element, rather than allowing the garage door to dominate the home's front elevation. Ideally, some garages should be detached and located at the rear of residential lots. Where attached garages are included, side entries or recessed front entries are encouraged, as well as use of double garage doors. No more than 50% of a home's front elevation shall be devoted to a garage." "A significant difference in the massing, composition, and architectural style (not just finish materials and colors) of each adjacent house shall be accomplished."

Landscape (soft and hard) and Lighting. Conditions of approval should include design review of all walls, fences, hardscape, landscape, trees, lighting, etc. Rolled curbs are not permitted under the design guidelines. Lighting is provided only within the subdivision under the conditions of approval. The developer should be required to install street lights along San Juan-Hollister Road as were the Mission Garden Apartments and Creekbridge developers. Sidewalk with "planting strip" planted with mature trees along San Juan-Hollister Road should be required as a condition of development as it was for the Mission Garden Apartments and Creekbridge developments. General Plan Goal HO 3, HO 3.2.1 "Create pedestrian friendly streetscapes with design elements." This would also

fall under the numerous references in the City's General Plan that sets goals for a "walkable" city. (See HPCD 2.2.1, 2.2.1.1.)

Community Park. The conditions of approval note some of the park amenities that must be incorporated. Planning Commission review the entire design, e.g., design, landscape materials, benches, tables, lighting, etc. should be made a condition of approval.

Walkable City. Bussing kids across the busy Hwy 156 intersection to school (at School District expense) and installing a traffic button and cross walk at the Eastern end of the intersection with the Alameda does not promote the "walkable" goals of the General Plan in my book. The Planning Commission should consider making the developer install a highway overpass for pedestrians. See General Plan Program HPCD 2.2.1.1 "Develop a complete streets network to connect new development to activity centers."

Thank you for considering my comments.

Cara Vonk

P.S. I have argued many times in prior public hearings that the historic barn should be preserved by eliminating lot 10 and restored. The barn could be a recreation center for the subdivision or could be put to commercial use off of Hwy 156 such as a farmer's market. It is a San Juan Bautista landmark with a long history.

SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement is made and entered into on the 21st day of February 2017, by and between the City of San Juan Bautista, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Edenbridge Inc., hereinafter referred to as "SUBDIVIDER." In consideration of the approval and recordation by the City of the final map of the Tract No.337, Copperleaf Subdivision described as follows and to the mutual covenants, conditions of approval, mitigation measure and mitigation monitoring and reporting program, contained in the agreement herein, CITY and SUBDIVIDER hereby agree as follows:

RECITALS

This agreement is made with respect to the following information and facts which each party acknowledges as to be true and correct:

Tract No. 337

Title of Subdivision: Copperleaf Subdivision

Tentative Map Resolution of Approval No. 2016-57

Surety Bond Company Name, Address: Developers Surety and Indemnity Company, Irvin California

Faithful Performance Bond and Labor Materials Bond Nos.: Developers Surety and Indemnity Company, Irvin, California

Estimate of Cost of Monuments \$ 6,000.00 : Land Surveyor submitted a waiver letter for lot corners and monuments to be set 60 day after street improvements and final grading is complete.

Cost Estimate of Improvements:

Mobilization, Grading and Earth work	\$ 229,680.00
Utilities Water mains and services	\$ 214,600.00
Utilities Sewer mains, laterals, etc.	\$ 123,930.00
Storm Drainage lines, manholes, drop inlets	\$ 121,575.00
Street pavement, curbs, sidewalks, driveways	\$ 444,705.00
Lighting, Electrical, Gas, Communication	\$ 252,500.00**
Offsite improvements	\$ 361,900.00
Exterior Sound Wall, retaining walls, fencing	\$ 356,260.00

Storm Drain Bio retention pond & rip rap	\$ 107,170.00
Striping, street signs, landscaping	\$ 217,044.00
Right Turn Lane off 156, 20% of cost	\$ 60,940.00
Share 12% of round a bout intersection	\$ 14,640.00
Total Cost Estimate of Improvements	\$ 2,429,364.00

**** If Utility Companies require pre-payment of utility costs, it can be eliminated from bonding amount.**

A. SUBDIVIDER has submitted to CITY for approval and recordation of final subdivision map of Tract No.337, Titled; Copperleaf Subdivision, pursuant to provisions of the Subdivision Map Act of the State of California and City ordinances, regulations relating to the filing, approval and recordation of subdivision maps. The subdivision Map Act and City Ordinances and regulations relating to the filing approval and recordation of subdivision maps are collectively referred to in the Agreement as the "Subdivision Laws."

B. A Tentative Map of the Subdivision has been approved subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval, Conditions of Approval, Mitigation Measures and Mitigation monitoring and reporting programs. The Resolution of approval on file in the office of the Planning Department and is incorporated into this Agreement by reference.

C. In consideration of approval of a final map for the SUBDIVISION by the CITY Council, SUBDIVIDER desires to enter into the Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER'S own expense, all the public improvement work required by CITY in connection with the proposed SUBDIVISION, SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

D. Complement Improvement Plans for the construction, installation and completion of the improvements will be prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans for this SUBDIVISION are on file in the office of the City Engineer and are incorporated into the Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

E. Within thirty (60) days after completion of the required improvements and their acceptance by the City, it is necessary that certain monuments and stakes as specified on the final map for the SUBDIVISION shall be installed.

NOW, THEREFORE, IN CONSIDERATION OF THE APPROVAL AND AUTHORIZATION TO RECORD THE FINAL MAP OF COPPERLEAF SUBDIVISION, THE SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER'S obligation to construct improvements, SUBDIVIDER shall:

a. Comply with all the requirements of the conditions of approval, mitigation measure, monitoring and reporting programs of said tentative map, including the donation of a 100' by 100' domestic well site, participation in fair share of the cost to drilling and installing a new well at the site and the demolition of existing well no. 2, situated within the Copperleaf Subdivision boundaries.

b. Construct and install at SUBDIVIDER'S own expense all the public improvement work in conformance with the improvement Plans and CITY standards and outlined in this agreement.

c. Commence the construction and installation of the improvements within 180 days from the approval of said map by the CITY and shall complete said work within two (2) years from the date of said approval. The SUBDIVIDER has the ability to request additional time for completion by requesting in writing to the City Engineer.

d. Acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-ways, easements and other interest in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances, SUBDIVIDER'S obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interest in real property shall be subject to a separate agreement between SUBDIVIDER and CITY.

SUBDIVIDER shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the construction or installation of improvements within public or private drainage easements or rights-of-ways.

2. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the public improvements and land development work contemplated by this agreement is to be constructed or installed on land not owned by SUBDIVIDER, no construction or installation shall be commenced before:

a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or

b. The dedication to, and acceptance by CITY of appropriate rights-of-way, easements or other interest in real property, as determined by the City Engineer, or

c. The issuance by a court of competent jurisdiction pursuant to the State of California Eminent Domain Law of an order of possession, SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in Section 2 shall be construed as authorizing or granting an extension of time to SUBDIVIDER unless agreed in writing by SUBDIVIDER and CITY.

3. **Security.** SUBDIVIDER shall, at all times, guarantee SUBDIVIDER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

a. To secure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvement required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of this estimated cost of the improvements; and

d. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments as stated previously in this Agreement; or have the monuments install upon completion of the subdivision improvements and prior to acceptance, and

e. The securities required by this agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on Page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into the Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer or City Manager shall approve replacement of security.

4. **Inspection.** SUBDIVIDER shall at all times maintain property facilities and safe access for inspection of the public improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, the SUBDIVIDER may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in accordance with the improvement plans and CITY standards. SUBDIVIDER shall bear all costs of plan check fees in the

amount of 1.5 % of t cost estimates of improvements and inspection fees of 2% of the cost estimate of improvements outlined in this agreement.

5. **Release of Securities.** Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application therefore by the SUBDIVIDER provided, however, that no such release shall be for an amount less than 10% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for who liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligation secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 7, the warrant period shall not commence until final acceptance of all the work and improvements by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

6. **Injury to Public Improvements, Public Property or Public utilities Facilities.** SUBDIVIDER shall replace or have replace, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under

this Agreement, whether such property is owned by the CITY or any public or private utility corporation or by any combination of such ownership. Any repair or replacement shall be to the satisfaction of the utility company or owner of public utilities, and subject to the approval of the City Engineer.

7. **Permits.** SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

8. **Default of SUBDIVIDER.**

a. Default of SUBDIVIDER shall include, but not be limited to, SUBDIVIDER'S failure to timely commence construction of this Agreement; SUBDIVIDER'S failure to timely complete construction of the improvements; SUBDIVIDER'S failure to timely cure any defect in the improvements, SUBDIVIDER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; SUBDIVIDER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which SUBDIVIDER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVIDER or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or SUBDIVIDER'S failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER'S obligations under his Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY damages for SUBDIVIDER'S default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public improvements in accordance with the improvement plans and specification contained herein.

c. In the event of SUBDIVIDER'S default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER, and SUBDIVIDER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

d. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

e. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the SUBDIVISION or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this Subsection C is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER'S breach shall be within the discretion of CITY.

f. In the event that SUBDIVIDER fails to perform any obligation thereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

g. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of SUBDIVIDER.

h. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION, and has taken the final act necessary to subdivide the property within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER'S failure to perform its obligations under this Agreement, including, but not limited to, SUBDIVIDER'S obligation to complete construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of the CITY.

9. **Warranty.** SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year after final acceptance by City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by SUBDIVIDER fails to fulfill any of

the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.

10. **SUBDIVIDER Not Agent of City.** Neither SUBDIVIDER or any of SUBDIVIDER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

11. **Injury to Work.** Until such time as the improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.

12. **Other Agreements.** Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other SUBDIVIDERS for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of CITY ordinances providing therefor, nor shall anything in this Agreement commit CITY to any such apportionment.

13. **SUBDIVIDER'S Obligation to Warn Public During Construction.** Until final acceptance of the improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

14. **Vesting of Ownership.** Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

15. **Indemnity/Hold Harmless.**

a. CITY or any officer, agent, or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement. SUBDIVIDER further agrees to protect and hold harmless CITY, its officials and employees from any and all claims, demands, causes of action, liability or loss because of, or arising out of, in whole or in part, the design of consideration of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said SUBDIVISION, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements.

b. Acceptance by CITY of the Improvements shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this paragraph. CITY shall not be responsible for the design or construction of the SUBDIVISION or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. Except as may be provided above, CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to CITY, its officials, agents and employees, by virtue of CITY'S approval of the plan or design of the improvements, including without limitation the protections and immunities afforded by Government Code Section 830-6. After acceptance of the improvements, SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this paragraph that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any

work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

16. **Time of the Essence.** Time is of the essence of this Agreement.

17. **Time for Commencement of Work/Time Extensions.** SUBDIVIDER shall commence substantial construction of the improvements required by this Agreement within thirty (30) days of this Agreement. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the improvements hereunder may be extended. The request for extension shall be made in writing to the City Engineer. The approval of the extension shall be executed by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER'S Surety and shall not affect the validity of this Agreement or release the Surety or Sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay, other than delay in the commencement of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

18. **No Vesting of Rights.** Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER'S rights with respect to any change in any zoning or building law or ordinance.

19. **Notices.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepared, and addressed as provided in this section. Notice shall be effective on the date it is delivered in person or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows, unless a written change of address is filed with CITY.

CITY:
City Engineer
Roger A. Grimsley
City of San Juan Bautista
P. O. Box 1420
San Juan Bautista, CA 95045

SUBDIVIDER: Name: San Juan Edenbridge L.P.
A California Limited Liability Company

By: Edenbridge Land and Cattle, LLC

A California Limited Liability Company
It's General Partner
Address: 21771 Stevens Creek Boulevard, Suite 200A
Cupertino, CA. 95014
Phone: (669) 231-4246
FAX (669) 231-4250

By: _____
Patrick J. Geary
Managing Member

20. **Litigation or Arbitration.** In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

21. **Incorporation of Recitals.** The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

22. **Entire Agreement.** This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of CITY, the appropriate party shall be the City Engineer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date first written above.

SUBDIVIDER:

San Juan Edenbridge L.P.
A California Limited Partnership

By: Edenbridge Land and Cattle, LLC
A California Limited Liability Company
It's General Partner

By: _____

Name: Patrick J. Geary
Managing Member

(Proper Notarization of SUBDIVIDER'S
Signature is required and shall be attached)

CITY OF SAN JUAN BAUTISTA

Mayor Chris Martorana
ATTEST:

Connie Schobert, City Clerk

APPROVED AS TO FORM:

Deborah Mall, City Attorney

CITY ENGINEER

Roger A. Grimsley BCE 23003
Exp. 12/31/17



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) §

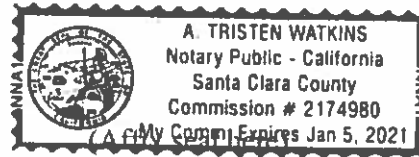
County of Santa Clara)

On January 10, 2017, before me, A Tristen Watkins, a Notary Public, personally appeared Patrick J. Geary who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

A Tristen Watkins
Signature of Notary



Resolution No. 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA, CALIFORNIA, APPROVING THE JOINT POWERS AGREEMENT ESTABLISHING THE MONTEREY BAY COMMUNITY POWER (MBCP) AUTHORITY, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF SAN JUAN BAUTISTA AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION FINDINGS

WHEREAS, AB 117, adopted as California state law in 2002, permits cities, counties, or city and county joint powers authorities to aggregate residential, commercial, industrial, municipal and institutional electric loads through Community Choice Aggregation (CCA); and

WHEREAS, there are currently five CCA programs operating in California – MCE Clean Energy, CleanPowerSF, Sonoma Clean Power, Peninsula Clean Energy and Lancaster Choice Energy – with dozens more in formation; and

WHEREAS, the City of San Juan Bautista passed a Resolution 2016-39 to explore the creation of a CCA program for the Monterey Bay region and participated, in cooperation with the County of Santa Cruz and other local governments, in a technical study that analyzed the potential for a CCA program in the Monterey Bay region; and

WHEREAS, the technical study shows that there are numerous potential benefits for cities and counties that aggregate their electrical load including: 1) an expectation of stable and competitively priced electric generation rates for residents, businesses and municipal operations compared to the electrical rates of Pacific Gas & Electric Company (PG&E), 2) greater use of renewable energy resources than is planned by PG&E, 3) significant greenhouse gas reductions as a result of a cleaner power supply than is offered by PG&E; and 4) economic development benefits and local jobs resulting in the creation of MBCP, lower electric rates, and the development of local power resources.

WHEREAS, the City wishes to be a community choice aggregator and has introduced the Ordinance as required by Public Utilities Code Section 366.2 in order to do so;

WHEREAS, the City Council has considered the proposed Joint Exercise of Powers Agreement, a draft of which is attached hereto as Exhibit A, under which the City of San Juan Bautista and other municipalities in the Monterey Bay tri-county region – consisting of Santa Cruz, Monterey and San Benito Counties and the cities within those counties – will become the initial members of Monterey Bay Community Power Authority; and

WHEREAS, once the California Public Utilities Commission approves the implementation plan created by MBCP, it will provide service to customers within the cities and counties that choose to join MBCP and to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of the CCE program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so at any time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Juan Bautista hereby:

Section 1. Approves the Joint Exercise of Powers Agreement to form the Monterey Bay Community Power Authority; and

Section 2. This resolution and the establishment of the Monterey Bay Community Power Authority is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, as it is not a "project" since this action involves organizational and administrative activities of government that will not result in direct or indirect physical changes in the environment. (14 Cal Code Regs. § 15378(b)(5)). Further, the ordinance is exempt from CEQA as there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3)). A notice of Exemption shall be filed as authorized by CEQA and the State CEQA guidelines.

Section 3. This resolution shall be effective upon the adoption of Ordinance No. 2017-XX, an ordinance of the City of San Juan Bautista authorization the implementation of a Community Chose Aggregation (CCA) Program.

BE IT FURTHER RESOLVED that the Mayor and/or City Manager is hereby authorized and directed to execute the Joint Exercise of Powers Agreement on behalf of the City of San Juan Bautista, which will establish MBCP with the City as a founding member.

PASSED AND ADOPTED by the San Juan Bautista City Council, State of California, this 21st day of February, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chris Martorana, Mayor

Connie Schobert, City Clerk

RESOLUTION 2013-39

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA CONFIRMING PARTICIPATION IN THE COMMUNITY CHOICE AGGREGATION (CCA) PROJECT DEVELOPMENT ADVISORY COMMITTEE (PDAC)

WHEREAS, Community Choice Aggregation is a mechanism by which local governments assume responsibility for providing electrical power for residential and commercial customers in their jurisdiction in partnership with Pacific Gas & Electric Company; and,

WHEREAS, the City of San Juan Bautista (City) identifies Community Choice Aggregation as one of the key strategies to meet projected greenhouse gas reduction targets; and

WHEREAS, the City of San Juan Bautista has demonstrated their commitment to increasing energy efficiency, and expanding the availability and use of local renewable power supply; and

WHEREAS, Community Choice Aggregation provides the opportunity to fund and implement a wide variety of local clean energy community programs; and,

WHEREAS, Community Choice Aggregation, if determined to be technically and financially feasible, could provide substantial economic and environmental benefits to all residents and businesses in the City of San Juan Bautista, unincorporated areas of San Benito County, and other jurisdictions in the Monterey Bay Region; and

WHEREAS, in addition to technical and financial feasibility, it is important to determine whether there is adequate public support for Community Choice Aggregation in the Monterey Bay Region; and

WHEREAS, the Community Foundation of Santa Cruz County is the Fiscal Sponsor for the first phase of a coordinated inter-jurisdictional effort to investigate the technical, financial and overall feasibility of Community Choice Aggregation in the Monterey Bay Region; and

WHEREAS, the Community Foundation has formed a Project Development Advisory Committee, which is charged with: investigating the potential formation

of Community Choice Aggregation in the Monterey Bay Region, and guiding the initial technical feasibility study, and have invited the cities and County of San Benito to join at no cost; and

WHEREAS, the Project Development Advisory Committee is intended to be an advisory group comprised of a cross-section of local agency staff, local elected officials or their designee, and other public stakeholders with relevant expertise; and

WHEREAS, the Project Development Advisory Committee will sunset upon completing its charge to develop technical feasibility information, and advise the Community Foundation of Santa Cruz County and participating jurisdictions of its findings; and

WHEREAS, determining the technical and financial feasibility of Community Choice Aggregation requires obtaining and analyzing Pacific Gas & Electric Company energy load data, and conducting public education and outreach; and

WHEREAS, the Project Development Advisory Committee is authorized to: coordinate gathering and analyzing the energy load data requests on behalf of the City of San Juan Bautista, consider participation in a Technical Study, and retain consultant expertise to assist with preparation of a Community Choice Aggregation Technical Study without cost to the City; and,

WHEREAS, the City of San Juan Bautista will join the California Chapter of the Local Energy Aggregation Network (LEAN) to: access Community Choice Aggregation resources, information, and connections to other California communities that are investigating the feasibility of, or implementing, Community Choice Aggregation at no cost to the City; and,

WHEREAS, this Resolution in no way binds or otherwise obligates the City of San Juan Bautista to participate in Community Choice Aggregation beyond: gathering and analyzing information, determining the financial and technical feasibility of Community Choice Aggregation, and assessing adequate levels of public support to successfully establish Community Choice Aggregation in Santa Cruz County and the Monterey Bay Region, at no cost to the City.

NOW, THEREFORE, BE IT RESOLVED that the City of San Juan Bautista:

- (1) Agrees to participate in the inter-jurisdictional pre-development effort to investigate the technical feasibility of Community Choice Aggregation (CCA) to operate within City of San Juan Bautista and the greater Monterey Bay Region, without obligation of the expenditure of General Funds, unless authorized by the City of San Juan Bautista in a future action;
- (2) The City Manager will designate a representative for the Project Development Advisory Committee (PDAC); and
- (3) Authorizes its City Manager to execute the appropriate documentation to allow the Community Choice Aggregation Project Development Advisory Committee, and its technical consultants, to request energy usage load data from Pacific Gas & Electric Company so it may be analyzed as part of the technical feasibility study.

PASSED, AND ADOPTED by the City Council of San Juan Bautista in the City of San Juan Bautista, State of California, this 19th day of November 2013, by the following votes:

AYES: Boch, Cosio, Edge, Moore, Lund

NOES: None

ABSENT: None

ABSTAIN: None

Mayor Tony Boch

ATTEST:

Trish Paetz, Deputy City Clerk

RESOLUTION NO. 2016-55

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
AFFIRMING THE CITY'S INTENT TO PARTICIPATE IN GOVERNANCE AND
FINANCING DISCUSSIONS FOR THE PROPOSED MONTEREY BAY COMMUNITY
POWER (MBCP) JOINT POWERS AUTHORITY (JPA)**

WHEREAS, Representatives from various jurisdictions in Santa Cruz, Monterey and San Benito counties have been meeting for the last several years to discuss forming a JPA, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.), to form a community choice aggregation program through which to purchase, supply, and aggregate the electrical load of their municipal, residential and commercial customer accounts.

WHEREAS, in 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce green-house gas emissions; and

WHEREAS, the purposes for forming the JPA include:

- A. Jointly administering a community choice aggregation (CCA) program for jurisdictions in the Monterey, Santa Cruz and San Benito County region;
- B. Reducing greenhouse gas emissions related to the use of power in the Monterey, Santa Cruz, and San Benito County region;
- C. Providing electric power and other forms of energy to customers at a competitive cost;
- D. Carrying out programs to reduce energy consumption;
- E. Stimulating and sustaining the local economy by developing local jobs in renewable energy and other energy related initiatives; and
- F. Promoting long-term electric rate stability, energy security, and reliability

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Juan Bautista affirms its intent to participate in governance and financing discussions for the Monterey bay community power joint powers authority (JPA) under the following general terms:

1. The Monterey Bay Community Power JPA is planned to be formed in early 2017, and the JPA expected to begin providing electrical service to customers by spring 2018.
2. The Monterey Bay Community Power JPA will be composed of jurisdictions within the region of Monterey, Santa Cruz and San Benito Counties choosing to participate by passage of a JPA Agreement resolution and CCA ordinance as required by State statute. The target deadline for passage of said resolution and ordinance is January 31, 2017.
3. The proposed Governing Board structure of Monterey Bay Community Power JPA seeks to:
 - (a) Represent the interests of a large geographical area while keeping the Board size to a manageable level

- (b) Reserve important policy level decisions for elected officials through creation of a Policy Board that would meet 2-3 times per year or as requested by the Chief Executive Officer
- (c) Reserve Agency operational decisions for administrative managers (City managers and county administrators) through the creation of an Operations Board that would meet 8-12 times per year
- (d) Provide fair and equitable representation to Agency members based on population size (number of ratepayers) rather than electrical load size (volume of electric usage).

4. The Proposed MBCP Board seats would be allocated as follows:

- (a) Policy and Operations Board seats for founding JPA members (i.e. those jurisdictions that pass a CCA ordinance by January 30, 2017) which will remain in place unless the number of member jurisdictions exceeds 11
- (b) Once the JPA reaches more than 11 member agencies, the Policy and Operations Boards' composition shall shift to a regional allocation based on population size.
- (c) This allocation shall be one seat for each jurisdiction with a population of 50,000 and above, and shared seats for jurisdictions with populations below 50,000 allocated on a sub-regional basis.
- (d) Under current population estimates, the Board seats in the Tri-County area would be allocated as follows:
 - i. 1 seat for Santa Cruz County
 - ii. 1 seat for Monterey County
 - iii. 1 seat for the City of Santa Cruz
 - iv. 1 seat for the City of Salinas
 - v. 1 seat for the City of Watsonville
 - vi. 1 shared seat for remaining Santa Cruz cities including Capitola and Scotts Valley selected by the City Selection Committee
 - vii. 1 shared seat for Monterey Peninsula cities including Monterey, Pacific Grove, and Carmel selected by the City Selection Committee
 - viii. 1 shared seat for Monterey Coastal cities including Marina, Seaside, Del Rey Oaks, and Sand City selected by the City Selection Committee
 - ix. 1 shared seat for Salinas Valley cities including King City, Greenfield, Soledad, Gonzales selected by the City Selection Committee
 - x. 1 shared seat for San Benito County, City of Hollister and San Juan Bautista selected by the City Selection Committee
- (e) It is proposed that the member of the Policy Board and Operations Board shall be from the same jurisdiction.
- (f) The Policy Board of elected officials would meet three times per year with the option for special meetings as determined by the Chief Executive Officer. It is proposed that the Policy Board would provide guidance/approval in the following areas:
 - i. Strategic planning and goal setting
 - ii. Passage of agency budget and customer rates
 - iii. Large capital expenditures outside the typical power procurement required to provide electrical service

(g) The Operations Board of appointed County Administrative Officers or City Managers from participating jurisdictions would meet no less than 8 times per year and would focus on the routine operations of the Agency and provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region.

5. Financial participation contemplated for members of MBCP JPA is proposed as a pro-rata share of credit support to guarantee a seed capital loan of up to \$4M to implement the program and cover the costs of Agency start up.

(a) The County of Santa Cruz on behalf of the proposed MBCP will issue an RFP for banking and credit services to solicit credit and terms associated with provision of said capital

(b) The final amount of required credit and the level of guarantee to cover pre-revenue expenses will be confirmed once ordinances are passed and the size of the program is known

(c) Should the program fail to launch and the Agency were to default on the loan, the City would be required to fund its portion of any outstanding loan balance

6. Any loan or capital contribution made by a member Agency to the JPA is fully reimbursable through ratepayer revenues at terms mutually agreeable by the jurisdiction and JPA.

7. Passage of this resolution authorizes staff of the City of San Juan Bautista to participate in discussions in anticipation of MBCP JPA formation. It does not, however, bind the City of San Juan Bautista to membership in the JPA, allocation of general funds, or participation in a future CCA program. *If the City of San Juan Bautista chooses to move forward, it will be required to pass a resolution for JPA membership, authorize a pro-rata share of credit support, and pass a CCA ordinance by January 31, 2017.*

PASSED AND ADOPTED this 17th day of November, 2016, at a special meeting of the San Juan Bautista City Council, by the following vote:

AYES: West, Lund, Boch, Martorana Edge

NOES: None

ABSENT: None

ABSTAIN: None

Mayor Rick Edge

ATTEST:

Connie Schobert, City Clerk

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: February 21st, 2017

SUBJECT: iWorQ Contract

DISCUSSION: At December 20th, 2016, meeting, staff presented to City Council regarding the search for Permit, Licensing, and Land Use (PLL) software for the city. This software will allow the city to digitally process and handle building and planning permits, land use applications, and businesses licenses, dramatically increasing efficiency, accountability, and record keeping capabilities in City Hall. Currently, all permits, licenses, and other applications are handled in paper form, which is incredibly time consuming and makes record keeping and reporting challenging. PLL software will allow city staff to:

- Streamline the application process related to permits, licenses, and land use applications
- Create custom reports based on a wide variety of criteria (permit types, fees, specific date ranges, etc.)
- Create parcel-specific historic records of permits, licenses, and land use changes tied to GIS data
- Track the progress of applications through the approval process both internally and (potentially) externally via customer and/or contractor web portal
- Schedule and conduct public works projects and building inspections

After doing an overview of industry standards and current industry leaders, three PLL software companies were selected for more in-depth evaluation: iWorQ, Accela, and Cityworks. City staff communicated with representatives from each company, participated in software demonstrations, and evaluated each on the basis of cost and functionality. While the companies were all cloud-based, utilized some form of GIS data, and had customer/contractor web portals, there were significant differences in the cost, customization options, and ease of creating reports. In addition, Accela and Cityworks were clearly designed with larger cities in mind, with many workflow management options aimed at streamlining communication and coordination between different city

departments such as public works, building, engineering, etc. that simply would not be needed at this time in San Juan Bautista.

At the end of the evaluation process, city staff determined that iWorQ was the best option for meeting the city's current needs. While it lacks the more polished user interface of the more expensive options, the functionality is comparable, and it actually provides a higher level of customization options and a more intuitive report creation process. It also has the option of adding extra modules such as fleet management, storm water, and asset management later (for an additional cost) if the city wishes to use the software for more applications.

The quoted implementation cost is \$2,700, and the annual subscription fee is \$4,500. If the City wishes to get the software up and running before the new fiscal year, iWorQ will bill only the \$2,700 setup and data conversion fee and then a prorated \$375/month subscription fee through the end of the fiscal year. Then, in July 2017, the City would be billed \$4,500 for the next full year of service.

Because the contract exceeds \$5,000, city staff is seeking approval from the City Council.

RECOMMENDATION:

- A. City staff recommends that the City Council direct the City Manager to enter into a service agreement with iWorQ for Community Development Applications and Services, which will include a one-time set up fee and an annual fee for services.
 - a. One-time set up fee - \$2,700
 - b. Annual fee for services - \$4,500
- B. The cost for the remainder of FY 2016/2017 will include the \$2,700 one-time setup fee and \$375/month for March, April, May, and June (Total: \$4,200). In July, the City will be billed \$4,500 for FY 2017/2018.

RESOLUTION NO. 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING AN AGREEMENT BETWEEN THE CITY AND IWORQ FOR COMMUNITY DEVELOPMENT SOFTWARE APPLICATIONS AND SERVICES

RECITAL

A. The City Council of the City of San Juan Bautista has reviewed the agreement between the City of San Juan Bautista and iWorQ for Community Development Software Applications and services for processing permits and licenses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The Contract is hereby approved and the City Manager is authorized to execute the Contract on behalf of the City.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council held on February 21, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Chris Martorana, Mayor

Connie Schobert, City Clerk



San Juan Bautista	Quote creation: 2/14/2017
311 Second Street P.O. Box 1420 San Juan Bautista, CA 95045	Prepared by: Jacob Boehme

1. QUOTE

San Juan Bautista- hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered in Logan, UT. Customer will pay an annual fee for the services and a onetime setup fee detailed below: Population: 1,900

<u>Community Development Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
Community Development Package - Available on any computer, tablet, or mobile device using Chrome browser - Code enforcement with OpenStreetMap - Permit Management with OpenStreetMap - Quarterly parcel upload - Contractor portal - Up to 25 custom forms/permits/letters	\$2,000.00	Annual
Entity Management - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - 10 custom letters/forms - Reminder letter generation - Online renewal	\$1,500.00	Annual
Onsite Backup -iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500.00	Annual
Premium data package - 25MB file upload size and 100 GB total storage	\$500.00	Annual
ANNUAL TOTAL	\$4,500.00	
Set up and data conversion	\$2,700.00	Once
Grand total due	\$7,200.00	





1.1. Notes

- 1- Invoices for amount will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.
- 2- Invoices may be prorated upon customer request.
- 3- Upon signing San Juan Bautista will pay set up of \$2700, plus one month of \$375 for the month of March, then \$375 for the remaining months of April, May, and June. San Juan Bautista will then be invoiced in full for the following annual year on July 1, 2017.
- 4- This quote is provided at the customer's request and is good for 30 days.
- 5- This quote cannot be disclosed or used to compete with other companies.

ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of the Community Development solution. These can be added to the customer's annual cost, upon request. The services listed below may already be included in the quote in Section I.



2.

iWorQ Citizen Engagement Drive citizen satisfaction, streamline communication between citizens and city/county leadership, and reduce overhead costs with a selfservice public portal and a mobile application for Android and iOS.	Price based on Population	Annual
Licensing Track business, animal, liquor, rental, and other license types. Includes customized automated reminder letters and online renewal.	Price based on Population	Annual
Plans Review and Annotation Requires premium data package to use. Draw and annotate on plans; save data in layers on plans; and place watermarks on plans.	\$1000	Annual
Monthly Parcel Update iWorQ will import an electronic file on a scheduled basis from a file stored on an FTP server maintained by the Customer.	\$500	Annual
Interactive Voice Response (IVR) Used by contractors to schedule inspections via telephone.	\$1000	Annual
iTransact Card Processing Setup merchant account and gateway, so card payments can be received/recorded in iWorQ. Includes public portal and up to 5 customized forms/links on customer website for citizens and contractors to submit permit requests, license requests, and make payments.	\$500	Annual
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.



3.

GUIDELINES

3.1 Getting started iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com Fax:

1 (866) 379-3243

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.



4.

SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.



CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE: February 21st, 2017

SUBJECT: City Representative to Area Agency on Aging Advisory Council

DISCUSSION: City staff has been in contact with representatives from the Area Agency on Aging Advisory Council of San Benito & Santa Cruz Counties. They informed staff that, due to recent interest from public agencies in San Benito County, they would be holding two of their regular meetings this year in San Benito County. See attached meeting schedule for meeting dates. Given that the distance to meetings in Santa Cruz seemed to be an impediment to finding a volunteer, this is good news. In addition, staff has offered to reimburse the city representative for their mileage when they attend meetings.

The original description of the position from 2013 is below.

RECAP: The City Clerk's office has received notice of a vacancy on the Area Agency on Aging Advisory Council. This is an advisory body to the Seniors Council, a community based non-profit organization providing services in Santa Cruz, San Benito, Monterey, and Santa Clara Counties. Their mission is to enable older persons to function with independence and dignity in their homes and in the community, to their fullest capacity. The Area Agency on Aging Council is their advisory body, providing planning and advocacy for seniors, and contracts with other local non-profit organizations to provide a variety of services under the guidelines of the Older Americans Act and Older Californians Act. They address aging issues in the community and decide how funds are spent. They operate with a \$1.5 million budget.

They have asked Council to consider selection of a City representative to the Area Agency on Aging Advisory Council. At this time, the organization does not have a representative from San Benito County. Potentially, a representative and alternate could be selected. Representatives must be over 60 years old.

Monthly meetings were rotated amongst the four counties served but, as there is not a representative from San Benito County, meetings are no longer held here.

Meeting rotations that include San Benito County could resume when a local person is selected.

Staff suggests posting a notice to see if there are persons interested in serving from the San Juan Bautista community or the surrounding San Juan area. Additionally, staff suggest that Council consider providing a stipend to assist with mileage for attend meetings.

RECOMMENDATION:

Staff recommends that Council instruct staff to use all methods available to notice the public of an opening on the Committee, collect applications for review, and ultimately select a City Representative and an alternate to represent the City of San Juan Bautista on the Area Agency on Aging Advisory Council.

SENIORS COUNCIL
CONCILIO DE PERSONAS MAYORES



SERVICE • SUPPORT • ADVOCACY

AREA AGENCY ON AGING
San Benito & Santa Cruz Counties

FOSTER GRANDPARENT/SENIOR COMPANION PROGRAM
Monterey, San Benito, Santa Clara & Santa Cruz Counties

PROJECT SCOUT
Tax Counseling Assistance

COMPANION FOR LIFE
Emergency Response Systems

AREA AGENCY ON AGING ADVISORY COUNCIL

February 15, 2017

10:00 a.m. – 12 Noon



Watsonville Community Hospital Conference Room 2
75 Nielson St., Watsonville, CA
(take the Airport Blvd. exit off Highway 1)

AGENDA

- 10:00 1. Welcome, Call to Order and Introductions
2. Additions & Deletions to the Agenda
3. Receive Announcements from Advisory Council Members
4. Comments from Members of the Public on Items Not on the Agenda
5. Approve minutes of February 2017 Advisory Council Meeting
- 10:10 6. Committee Reports
- 1. Advocacy Committee
 - 2. California Senior Legislature
 - 3. Triple A Council of California (TACC)

234 Santa Cruz Avenue • Aptos, California 95003 www.seniorscouncil.org
PHONE: AAA – (831) 688-0400 • FG/SCP – (831) 475-0816 • SCOUT – 1-877-373-8297 • FAX: (831) 688-1225

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- 10:50 7. Executive Director's Report
 - 1. Budget Outlook
 - 2. State & Community Activities
 - 3. Agency Operations

- 11:25 8. Other Program Reports (as needed)
 - 1. Area Agency on Aging
 - 2. Foster Grandparent/Senior Companion Program
 - 3. Companion For Life
 - 4. Project SCOUT

- 11:35 9. Future Topics (Service Provider Presentations?)

- 11:50 10. Receive Miscellaneous Correspondence

- 12:00 11. Adjourn –

Next Meeting: Wednesday, March 15, 2017