

City of San Juan Bautista

The "City of History"

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS 311 Second Street San Juan Bautista, California

TUESDAY ~ January 16, 2018

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 Pledge of Allegiance Roll Call

6:00 PM

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. 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. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title
- 4. Presentations, Informational Items and Reports
 - A. Presentation of the Fiscal Year 2017 Audit Ryan Jolley, CPA (6A Action Item)
 - B. Treasurer's Report City Treasurer Chuck Geiger
 - C. Monthly Construction Progress Report
 - D. Reports from City Council Appointees to Regional Organizations and Committees
 - E. Strategic Plan Committee Report

5. Public Hearing Items

A. Statewide Communities Infrastructure Program (SCIP)
i. Approve Resolution 2018-XX Authorizing the City of San Juan Bautista to Join the Statewide Community Infrastructure Program; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments Within the Territory of the City Of San Juan Bautista; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions

6. Action Items

- A. Approve Resolution 2018-XX Accepting the Fiscal Year 2017 Audit
- B. Approve Resolutions 2019-XX Amending the Fiscal Year 2017-2018 Budget
- C. Consider Recommendation of the Strategic Plan Committee for a Parks Master Plan Task Force
- D. Rancho Vista
 - i. Review comprehensive report on implementation of conditions of approval
 - ii. Approve amendment to Development Agreement to provide for an additional \$100,000 contribution to the City to address water supply issues
 - iii. Appoint David Taussig and Associates as assessment engineer for the Landscape and Lighting District proceedings
 - iv. Approve an agreement with Meritage Homes to deposit funds (\$25,000) to pay for Taussig's services, which will be reimbursed by the homeowners who are included in the Landscape and Lighting District
 - v. Following a Public Hearing, Adopt a Resolution Joining the Joint Powers Authority Establishing the Statewide Community Infrastructure Program (SCIP) (Public Hearing Item 5 above)
 - vi. Approve a Reimbursement Agreement for the City to pay Meritage for the installation of an 18" sewer main that may someday be needed for the relocation of the Wastewater Treatment Plant
- E. Authorization to Purchase and Install an Iron/Manganese Water Treatment Plant
- F. Hearing for Removal of John Hopper from the Planning Commission With Cause

7. Comments

- A. City Council
- B. City Manager
- C. City Attorney
- 8. 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 10th DAY OF JANUARY 2018, 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 10th DAY OF JANUARY 2018.

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 5th DAY OF JANUARY 2018, 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 9^{th} DAY OF JANUARY 2018.

TRISH PAETZ, DEPUTY CITY CLERK

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on January 16, 2018, a public hearing will be held with respect to the proposed participation by the City of San Juan Bautista (the "City") in the Statewide Community Infrastructure Program of the California Statewide Communities Development Authority. Participation in said program will enable property owners to finance public capital improvements and/or development impact fees for public capital improvements imposed on new development. Said public capital improvements, if financed, will be among the public capital improvements required in connection with a given development project. Said development impact fees, if financed, will be used by the City to pay for public capital improvements which will serve the City, and which will be of a type and nature authorized under the Municipal Improvement Act of 1913 (codified at California Streets and Highways Code Sections 10000 et seq.). Participation in said program does not itself authorize the City to impose additional public capital improvements or new or additional development impact fees on any property owner.

The hearing will commence at 6:00 p.m., or as soon thereafter as the matter can be heard, and will be held in the Council Chambers at City Hall, 311 Second Street, San Juan Bautista, California. Interested persons wishing to express their views on the participation in such program and the financing of public capital improvements and/or development impact fees as described above will be given an opportunity to do so at the public hearing or may, prior to the time of the hearing, submit written comments to P. O. Box 1420, San Juan Bautista, CA 95045, Attention: City Manager.

Dated: January 5, 2018

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

City of San Juan Bautista

"The City of History"

Treasurer's Report

For the Six Month Period Ended December 31, 2017

Financial Highlights ~

- General fund year to date change in fund balance was a positive \$81k, as compared to a positive change in fund balance of \$139K this time last year. The difference is primarily as a result of higher capital outlay costs in the current year, and lower planning and impact revenue, offset by higher property tax revenue. The property tax revenue was realized earlier this year, as opposed to last year.
- Enterprise funds show year to date net loss of \$44k, as compared to the prior year profit of \$36k. The difference is due primarily higher capital outlay expense in the current year.
- Overall cash flow (removing accruals and depreciation) was a positive \$61k for the year to date. This includes a semi-annual debt service of \$460k.

Budget vs. Actual ~

 General fund <u>revenues</u> were \$536k, which were higher than budgeted by \$105k. The variance is largely due from the timing of property tax revenue.

- General fund <u>expenditures</u> were \$455k, which was lower than budget by \$345k. The lower expenses are primarily as a result of lower than anticipated contract, repairs and maintenance, and dues and subscription expenditures.
- General fund net <u>change in fund balance</u> was a positive \$81k, which was better than budgeted by \$345k.
- Enterprise funds <u>revenues</u> were \$900k, which was higher than budgeted by \$58k.
- Enterprise funds <u>expenses</u> were \$943k, which was lower than budgeted by \$100k. The majority of the variance is due to lower than anticipated capital outlay and contract costs.
- Enterprise funds combined year to date net loss was \$44k, which was better than budgeted by \$159k. The current year to date profit includes depreciation expense of \$306k, which is a noncash item.

City of San Juan Bautista Warrant Listing

As of December 31, 2017

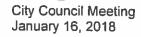
Date	Num	Name	Amount
101.000 · Union Bank			-
101.001 · Operatin	g Acct. 1948		
12/11/2017	211316	AVAYA	-210.98
12/11/2017	211317	Carlos & Mireya Hernandez	-700.00
12/11/2017	211318	De Lage Landen Public Finance	-969.18
12/11/2017	211319	Granite Rock	-381.89
12/11/2017	211320	Wells Fargo	-5,000.00
12/12/2017	211321	P G & E	-8,860,53
12/15/2017	211322	SWRCB	-1,252,50
12/15/2017	211323	4Leaf, Inc.	-6,321.98
12/15/2017	211324	ACWA Health Benefits Authority	-5,702,17
12/15/2017	211325	AFLAC	-173.91
12/15/2017	211326	Ana Leonor,	-700.00
12/15/2017	211327	Association of California Water Agencies	-4,380.00
12/15/2017	211328	at&t	-69.89
12/15/2017	211329	Bracewell Engineering, Inc.	-14,407.50
12/15/2017	211330	C&N Tractor	-5,169.56
12/15/2017	211331	Carmen Lujan	-107.17
12/15/2017	211332	Carmen Orozco.	-500.00
12/15/2017	211333	Charter Communications	-114.97
12/15/2017	211334	Earl Deal	-376.70
12/15/2017	211335	Elsa Dominguez.	-700.00
12/15/2017	211336	Gabilan Welding Inc.	-67.65
12/15/2017	211337	Hollister Landscape Supply	-437.99
12/15/2017	211338	HydroMetrics Water Resources Inc.	-2,616.25
12/15/2017	211339	J.V. Orta's Rent A Fence	-222.75
12/15/2017	211340	John Fox	-600.00
12/15/2017	211341	KS State Bank	-5,818.30
12/15/2017	211342	Level 1 Private Security.	-6,960.00
12/15/2017	211343	Mackenzie Quaid	-200.00
12/15/2017	211344	Mission Linen Service	-124.20
12/15/2017	211345	Patricia Paetz	-17.06
12/15/2017	211346	Peter Cosentini	-300.00
12/15/2017	211347	Pinnacle Healthcare Hollister	-94.00
12/15/2017	211348	Printing Systems Inc	-72.91
12/15/2017	211349	Rosario Estrada.	-700.00
12/15/2017	211350	Rossi Bros Tire & Auto	-303.56
12/15/2017	211351	Rx-Tek	-402.00
12/15/2017	211352	Schipper Design	-600.00
12/15/2017	211353	Security Shoring & Steel Plates, Inc.	-108.00
12/15/2017	211354	Sprint	-169.31
12/15/2017	211355	SWRCB	-4,150.00
12/15/2017	211356	True Value Hardware	-58.22
12/15/2017	211357	U.S. Postmaster	-800.00
12/15/2017	211358	United Site Services of California, Inc.	-168.33

City of San Juan Bautista Warrant Listing

Date	Num	As of December 31, 2017	Amount
12/15/2017	211359	US Bank	-1,787,69
12/15/2017	211360	Wendy L. Cumming, CPA	-3,806.25
12/15/2017	211361	Xerox	-383.65
12/19/2017	211362	FedEx	-51.13
12/19/2017	211363	Valero Marketing & Supply	-461.51
12/29/2017	211364	Abbott's Pro Power	-46.39
12/29/2017	211365	at&t	-298.74
12/29/2017	211366	Charter Communications	-351.59
12/29/2017	211367	First Alarm	-440.37
12/29/2017	211368	Gabitan Welding Inc.	-108.92
12/29/2017	211369	Harris & Associates	-2,203.75
12/29/2017	211370	J. Edward Tewes	-64.94
12/29/2017	211371	New SV Media	-208.75
12/29/2017	211372	PG&E	-398.21
12/29/2017	211373	Patricia Paetz	-30.00
12/29/2017	211374	Patricia Pizeno	-50.88
12/29/2017	211375	Pinnacle Healthcare Hollister	-282.00
12/29/2017	211376	Pinnacle Strategy	-1,000.00
12/29/2017	211377	Ready Refresh	-115.17
12/29/2017	211378	Rx-Tek	-190,00
12/29/2017	211379	San Benito County Assessor	-12.99
12/29/2017	211380	San Juan Bautista Committee.	-5,000.00
12/29/2017	211381	Security Shoring & Steel Plates, Inc.	-108.00
12/29/2017	211382	Sentry Alarm System	-422.00
12/29/2017	211383	Staples	-243.83
12/29/2017	211384	State Compensation Insurance Fund	-2,432,00
12/29/2017	211385	True Value Hardware	-52.98
12/29/2017	211386	Uline	-306.67
Total 101.001 · Op	erating Acct.	1948	-101,947.87
tal 101.000 · Union B	lank		-101,947.87
			101,947.87

Total

TOTAL





Memorandum

To:

J. Edward Tewes, Interim City Manager, City of San Juan Bautista

From:

John Fair, PE, Contract City Engineer

Date:

January 17,2018

Subject:

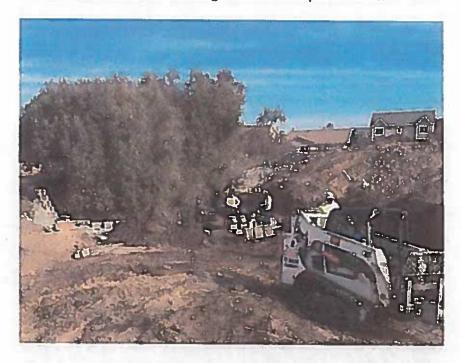
City Engineer Activity Report (Rancho Vista and Copper Leaf)

Recent efforts and activities from December 18, 2017 through January 10, 2018 for the two active subdivisions in San Juan Batista, Rancho Vista and Copper Leaf, include the following work:

RANCHO VISTA SUBDIVISION

Dec 18, 2017 - Jan 19 2018

1. The bridge across Third Street has been completed. Stone walls in both sides of the bridge have installed and completed, also structural backfill above the bridge has been completed as well.





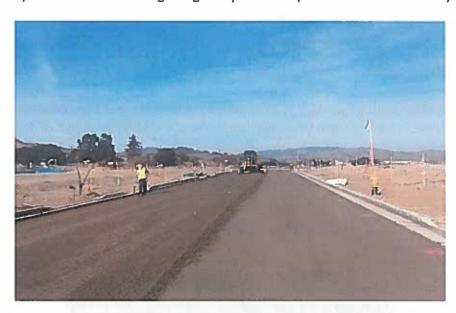
2. The curb and gutter have been installed in Rancho Way, Vista Way, Caetano Place, portion of Lavagnino Drive, and halfway of Third Street.



3. Also Stonewall behind lots number one through eleven has been installed and completed.



4. Finished aggregate base, and set finish grade at Rancho Way, Vista Way, Caetano Place, portion of Lavagnino Drive, and halfway of third Street which getting ready for the asphalt concrete on January 2, 2018



5. Completing the pile caps for the bridge over San Juan Creek at First Street.

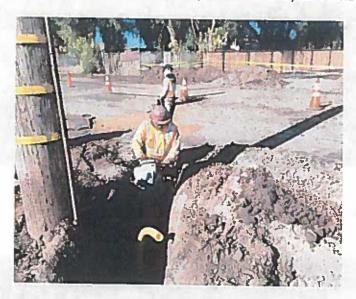




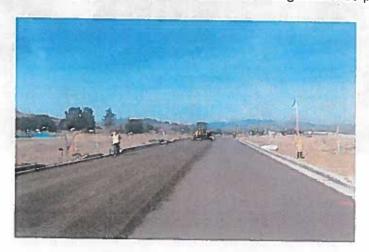
COPPER LEAF SUBDIVISION

Dec 18, 2017 - Jan 10, 2018

1. Sub-contractor SEATEC continue working in an underground utility connections crossing Old San Juan Hollister Road. All conduits are in place, trench coved with steel plates and ready for PG&E to do the final inspection.

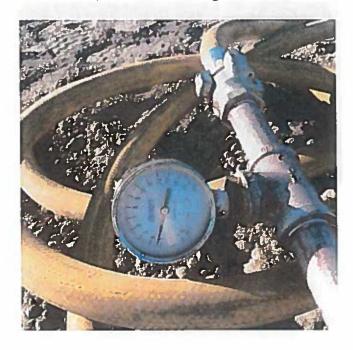


Sub-contractor Galante Brothers continue placing aggregate base. Random compaction also placed materials for curb and gutter. at the front of the project. Compaction test been taking in all of 95 percent compaction.





3. Sub-Contractor Sanco Pipelines Inc. air tested sewer lines inside the subdivision, and all passed the test. Also they located all Manholes and involves, and raise them to grade.



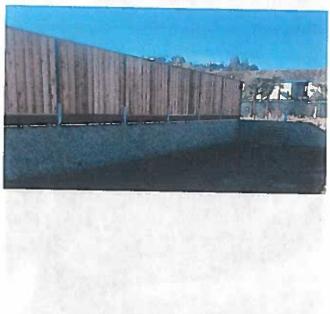
4. Sub-contractor "Aparcio Cement Contractors" placed curb, and gutter-inside the subdivision also half of front the project along with Old San Juan Hollister Road.







5. Sub-Contractor Coastal Lumber placed wooden fence throughout the project including the front section of the project.



CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE:

January 8, 2017

SUBJECT:

Participation in the Statewide Community Infrastructure Program

Recommended Action: After Council discussion and questions, open the public hearing to order and invite any interested members of the public to provide testimony regarding SCIP and the proposed action. Upon the close of the hearing, if the Council wishes to join SCIP and become a participating member agency in this program, it should adopt the proposed resolution. The resolution requires only a simple majority vote. If the resolution is approved, the Clerk should forward a certified copy to SCIP, c/o Jaileez Campos, Orrick, Herrington & Sutcliffe LLP, 405 Howard St., San Francisco, CA 94105.

<u>Description</u>: This item includes a brief staff presentation regarding participation in the Statewide Community Infrastructure Program ("SCIP"), which is sponsored by the California Statewide Communities Development Authority ("CSCDA"), followed by Council discussion, a public hearing to take public testimony on SCIP and bonds to be issued by CSCDA, and consideration of a resolution making certain findings and authorizing certain matters necessary to participate in SCIP.

<u>Background</u>: CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of CSCDA include approximately 383 cities and 56 counties throughout California, including the City of San Juan Bautista (the "City").

SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development impact fees that would be payable by property owners upon receiving development entitlements or building permits. The program has since been expanded to include financing of public capital improvements directly. If a property owner chooses to participate, the selected public capital improvements and the development impact fees owed to the City will be financed by the issuance of tax-exempt bonds by CSCDA. CSCDA will impose a special assessment on the owner's property to repay the portion of the bonds issued to finance the fees paid with respect to the property. With respect to impact fees, the property

owner will either pay the impact fees at the time of permit issuance, and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued; or the fees will be funded directly from the proceeds of the SCIP bonds. In the former case, the City is required to pay the fees over to SCIP, and in the latter case, SCIP holds the bond proceeds representing the fees. In both cases the fees are subject to requisition by the City at any time to make authorized fee expenditures. But by holding and investing the money until it is spent, SCIP is able to monitor the investment earnings (which come to the City) for federal tax law arbitrage purposes. SCIP encourages the City to spend those amounts before any other fee revenues of the City. If the fees are paid by the property owner and bonds are never issued, the fees are returned to the City by SCIP. In this way, the City is never at risk for the receipt of the impact fees.

The benefits to the property owner include:

- Only property owners who choose to participate in the program will have assessments imposed on their property.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the special assessments at any time.
- For home buyers, paying for the costs of public infrastructure through a special assessment is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the special assessment financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or communities facilities district had access to tax-exempt financing.

The benefits to the City include:

- As in conventional assessment financing, the City is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city can provide taxexempt financing to property owners through SCIP while committing virtually no staff time to administer the program.

- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development impact fees on property owners.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the special assessments on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing will be directed back to the participating city for use on public infrastructure, subject to applicable federal tax limitations.

The proposed resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within our City's boundaries, conduct assessment proceedings and levy assessments against the property of participating owners. It approves the form of an Acquisition Agreement, attached to the resolution as Exhibit B, to be entered into between the City and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

Attached to the resolution as Exhibit A is a "Form of Resolution of Intention to be Adopted by CSCDA". This is for informational purposes and does not require action by this Council.

RESOLUTION NO.	
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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF SAN JUAN BAUTISTA; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of San Juan Bautista (the "City"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements"); and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the City;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which

assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Juan Bautista as follows:

- Section 1. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that
- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and
- (2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIIID of the State Constitution.
- Section 2. The City hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.
- Section 3. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues and funds for

Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the [Mayor] is authorized to execute and the City Clerk is authorized to attest the execution of a completed Acquisition Agreement in substantially said form and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install Improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED held on the 16th day of Januar	by the City Council of the C y, 2018, by the following you	City of San Juan	Bautista at a meeting
	, , , , , , , , , , , , , , , , , , , ,		

NOES:	
ABSENT:	

AYES:

ABSTAIN:

	Jim West, Mayor
ATTEST:	
Mackenzie Quaid, City Clerk	

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION TO BE ADOPTED BY CSCDA

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT **AUTHORITY** TO **FINANCE** IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. ___ (COUNTY OF CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND **DETERMINATIONS** CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City or another local agency (the "Improvements"), all of which are of benefit to the property within the proposed Assessment District No. _____ (County of _____, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the
inprovements is shown within the boundaries of the map entitled "Proposed Boundaries of
ssessment District No (County of California) " a copy of which man is
If the with the Secretary and presented to this Commission meeting, and determines that the
and within the exterior boundaries shown on the map shall be designated "Assessment District
o (County of, California)";

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

- 1. The above recitals are true and correct, and the Commission so finds and determines.
- 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.
- 3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing

the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIIID of the California Constitution.

- 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of _____ within fifteen (15) days of the adoption of this resolution.
- 5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Fees and the provision of the Improvements.
- 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.
- 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.
- 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.
- 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.
- 10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.
- 11. To the extent any Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION

FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

CITY OF SAN JUAN BAUTISTA

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

- A. The parties to this Acquisition Agreement (the "Agreement") are the CITY OF SAN JUAN BAUTISTA, (the "Local Agency"), and [DEVELOPER], a [here indicate type of legal entity] (the "Developer").
 - B. The effective date of this Agreement is ______, 20___.
- C. The Developer has applied for financing of certain public capital improvements (the "Acquisition Improvements") and capital facilities fees though the Statewide Community Infrastructure Program ("SCIP") administered by the California Statewide Communities Development Authority (the "Authority") and such application has been approved by the Local Agency.
- D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.
- E. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the "Available Amount".
- F. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.
- G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.
- H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.
- I. In consideration of Recitals A through H, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. <u>Definitions</u>. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition Improvements" shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

"Acquisition Price" means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

"Actual Cost" means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

"Actual Cost Certificate" shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of _____, 20___.

"Assessment District" means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

"Authority" means the California Statewide Communities Development Authority.

"Available Amount" means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

"Code" means the Streets and Highways Code of the State of California.

"Developer" means [Developer], a [here indicate type of legal entity].

"[Developer] Acquisition Account" means the account by that name established by the Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

"Local Agency" means the City of San Juan Bautista.

"Local Agency Engineer" means the Director of Public Works of the Local Agency (the "Director") or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the land development program of the Developer pertaining to the Developer's property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

"SCIP" means the Statewide Community Infrastructure Program of the Authority.

"SCIP Requisition" means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

"SCIP Trust Agreement" means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

"SCIP Trustee" means Wilmington Trust, National Association, as trustee under the SCIP Trust Agreement.

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Scip of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount .

- (a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.
- (b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in

accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, thereafter (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. <u>Letting and Administering Design Contracts</u>. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements,. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. <u>Letting and Administration of Construction Contracts</u>. State law requires that all Acquisition Improvements shall be constructed as if they were constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvement, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. <u>Conditions Precedent to Payment of Acquisition Price</u>. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

- (a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.
- (b) All due and payable property taxes, and installments of special assessments shall be current on property owned by the Developer or under option to the Developer that is subject to the special assessment liens of the Assessment District.
- (c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. <u>SCIP Requisition</u>. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. <u>Indemnification and Hold Harmless</u>. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to

indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. <u>Audit</u>. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. <u>Cooperation</u>. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. <u>Conflict with Other Agreements</u>. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. <u>Notices</u>. All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

If to the Local Agency:

City of San Juan Bautista [Address to Come]

If to the Developer:

[Developer]
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. <u>Severability</u>. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. <u>Waiver</u>. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. <u>Singular and Plural; Gender</u>. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. <u>Successors and Assigns</u>. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. <u>Remedies in General</u>. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than

for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF SAN JUAN BAUTISTA

ATTEST: City Clerk	By[Mayor]
Ву	
	[DEVELOPER], a [here indicate type of legal entity]
	By(Signature)
	(Print Name)

EXHIBIT A TO THE ACQUISITION AGREEMENT

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

ACQUISITION IMPROVEMENTS

BUDGETED AMOUNTS

1.

\$

2.

3.

4.

EXHIBIT B TO THE ACQUISITION AGREEMENT

FORM OF SCIP REQUISITION

To: **BLX Group LLC** SCIP Program Administrator 777 S. Figueroa St., Suite 3200 Los Angeles, California 90017 Attention: Vo Nguyen Fax: 213-612-2499 Re: Statewide Community Infrastructure Program The undersigned, a duly authorized officer of the CITY OF SAN JUAN BAUTISTA hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows: Request Date: [Insert Date of Request] Name of Developer: [Developer] Withdrawal Amount: [Insert Acquisition Price] Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A] Payment Instructions: [Insert Wire Instructions or Payment Address for Developer] The undersigned hereby certifies as follows: The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment. None of the items for which payment is requested have been reimbursed previously from other sources of funds. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF SAN JUAN BAUTISTA, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above. CITY OF SAN JUAN BAUTISTA By:

Title: _____

EXHIBIT C TO THE RESOLUTION

CITY OF SAN JUAN BAUTISTA CONTACTS FOR SCIP PROGRAM

Primary Contact

Name: Ed Tewes

Title: Interim City Manager

Mailing Address: 311 2nd Street, San Juan Bautista, CA 95045

Delivery Address (if different):

E-mail: citymanager@san-juan-bautista.ca.us

Telephone: (831) 623-4661

Fax: (831) 623-4093

Secondary Contact

Name:

Title:

Mailing Address:

Delivery Address (if different):

E-mail:

Telephone:

Fax:

[Add additional contacts as needed]

RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA ACCEPTING THE SAN JUAN BAUTISTA MUNICIPAL AUDIT FOR FISCAL YEAR 2017-2018

WHEREAS, the City of San Juan Bautista is required under the laws of the State of California to have their financial statements audited annually, and

WHEREAS, an audit of the City's financial statements was conducted by Independent Auditor Bryant L. Jolley, CPA, and

WHEREAS, the City Council held a meeting on January 16, 2018 where, in accordance with all State and Municipal Code requirements, they reviewed the audit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Juan Bautista accepts the FY 2017-2018 San Juan Bautista Municipal Audit.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a regular meeting held on the 16th day of January 2018, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Mayor Jim West
ATTEST:	Mayor Jim West

RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AMENDING THE SAN JUAN BAUTISTA MUNICIPAL BUDGET FOR FY 2017-2018

WHEREAS, the City Council adopted the municipal budget for FY 2017-2018 on June 20, 2017; and

WHEREAS, midyear revisions to the FY 2017-2018 budget will establish a framework for a more thorough review for the next fiscal year budget in May; and

WHEREAS, the revisions proposed by staff to the FY 2017-2018 budget reflect the new staffing pattern adopted by the Council over the past few months, and higher beginning fund balances and updates to General Fund revenue sources; and

WHEREAS, the proposed revisions will establish an accounting structure that will provide transparency for various reserves and special funds; and

WHEREAS, the proposed will account for previously approved capital improvement projects, matching their proposed expenditures with the sources of funding.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Juan Bautista approves the revisions, and adopts the amended FY 2017-2018 San Juan Bautista Municipal Budget.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a meeting held on the 16th day of January, 2018, by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
	Jim West, Mayor	
ATTEST:		
ATTEST:		

To: San Juan Bautista City Council

From: San Juan Bautista Strategic Planning Committee

Recommendation

The Strategic Planning Committee recommends that Council endorse a proposed process for developing a Parks and Recreation Master Plan.

Background

The Council requested that the Strategic Planning Committee consider alternatives for preparing a parks master plan, including the potential of establishing a new Parks and Recreation Commission. At our January 4, 2018 regular meeting the Strategic Planning Committee reviewed the work of our existing subcommittee which focuses on the General Plan elements of Recreation, Arts and Wellness, and we learned of the process used by San Benito County in preparing its Master Plan. We also discussed the community interest expressed at the recent Town Hall meeting on parks issues.

We concluded that a new separate Parks and Recreation Commission is not needed. We recommend that the Council endorse the concept of a Parks Master Plan Task Force comprised of the existing Strategic Planning Committee recreation subcommittee, augmented by additional members of the community who expressed interest in helping out at the Town Hall.

We are preparing detailed project outlines for each of the activities the Strategic Planning Committee will focus on in 2018, and intend to present you with our annual work plan at a later date. This tool will provide more information on the process of evaluation and schedule for the Parks and Recreation Master Plan. As always, we are mindful of the City's budget, and we anticipate that the work will be driven by the citizen volunteers with some support from city staff and the contract city planner and city engineer. We do not anticipate the need to hire an outside consultant for this project at this time.

We anticipate that there will be several opportunities for public engagement throughout the Parks and Recreation Master Plan process, and recognize the importance of public participation throughout this project as the implementation of the plan will require community support, as well as City government involvement.

If the Council approves this recommendation, we anticipate that we will advise you of our Parks and Recreation Master Plan workplan within the next 2-3 months.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE:

January 8, 2017

SUBJECT:

Ranch Vista Subdivision

Recommendation:

1. Review comprehensive report on implementation of conditions of approval

- 2. Approve amendment to Development Agreement to provide for an additional \$100,000 contribution to the City to address water supply issues
- 3. Appoint David Taussig and Associates as assessment engineer for the Landscape and Lighting District proceedings
- 4. Approve an agreement with Meritage Homes to deposit funds (\$15,000) to pay for Taussig's services, which will be reimbursed by the homeowners who are included in the Landscape and Lighting District
- 5. Following a Public Hearing, adopt a resolution joining the Joint Powers Authority establishing the Statewide Community Infrastructure Program (SCIP)
- 6. Approve a Reimbursement Agreement for the City to pay Meritage for the installation of an 18" sewer main that may someday be needed for the relocation of the Wastewater Treatment Plant

Background:

Comprehensive Review of Implementation of Conditions of Approval

The Development Agreement with Meritage requires an annual report on the implementation of the project. The first such report is attached.

In approving the Tentative Subdivision Map in February 2015, the Planning Commission established 54 conditions of approval. In certifying the

environmental record for the project, and in approving the Development Agreement, the City Council established conditions of approval, required environmental mitigation measures, and a Mitigation Monitoring Program. The attached report discusses the status of compliance with each of these conditions of approval.

Members of the City Council and some in the community have expressed concern about possible changes in the configuration of the 86 lots approved with the Tentative Map. In the area called "Phase VII" on Third Street behind the Creekbridge neighborhood, the City Engineer had approved a grading and public improvement plan that added an additional lot to the five previously approved to replace a lot lost due to revised drainage studies. The grading plan provided for four lots fronting on 3rd Street and two "flag" lots with houses constructed closer to the Creekbridge properties than had been shown on the Tentative Map. The Final Map has not yet been submitted for the City Engineer's approval, but must be substantially in conformance with the Tentative Map.

To address the Council and community concerns, Meritage has now redesigned the Phase VII area to provide for only the five lots shown on the Tentative Map. The lots have been reconfigured from those shown on the Tentative Map, but this minor revision is substantially in conformance with the TM. It fronts the houses on Third Street and preserves a small landscaped open space triangular area separating the new houses form some of the Creekbridge residences. The landscape open space will be the same configuration and size as presented in the Tentative Map.

Meritage is prepared to show the City Council the site and design details for the construction of the houses on these lots which are smaller than those of the balance of the subdivision, but which still meet the City's minimum requirements. Based on our review we believe that the proposed houses are substantially similar to those previously reviewed and approved by the Planning Commission. Following the Council's preview of the housing design, you may wish Meritage's proposal of specific housing designs to be evaluated by the Planning Commission as a minor revision to its Site and Design Approval. Meritage will then resubmit grading, landscaping and public improvement plans to conform to this revision prior to submitting the Final Map to the City Engineer for consideration. After review, the City Engineer will recommend to the City Council the approval of the Final Map and acceptance of the public improvements which are being constructed and dedicated to the City.

Amendment to Development Agreement

The City Council has approved a Development Agreement for the Rancho Vista project that established the fees to be paid at 2015 levels but also provides for a

supplemental payment to the City of \$4,000 per unit to address the City's water supply issues. (Total, \$344,000.) The fees are paid at the building permit stage of development. However, as described later in this report, Meritage is proposing a financing mechanism that will allow for immediate payment of fees "up front". In addition, Meritage has agreed to increase its supplemental payment toward water supply issues by an additional \$100,000 for a total of \$444,000. This additional payment will allow the City to acquire an agricultural well owned by Dale Coke and connect it to the City's water supply system. The earlier payment allows for an accelerated resolution of the water supply issues allowing Meritage to "hook up" and sell homes sooner.

Landscape and Lighting District

As a condition of approval, Rancho Vista is required to establish a Landscape and Lighting District to pay for the annual costs of:

- Street Lighting
- Landscape maintenance of public areas (not to exceed \$300/lot/year)
- Street sweeping and "continual street maintenance and repair" (not to exceed \$450/lot/year)

This financing mechanism is similar to those established for Creekbridge (lighting and landscaping only) and required for Copperleaf (which will include the additional services of street repair and maintenance).

To form the District and have the current property owner approve the annual assessments, it is necessary to prepare an engineer's report and conduct a property owner vote. David Taussig and Associates is an experienced consultant in such financing and is recommended to prepare the necessary documentation. The costs of formation will be initially borne by Meritage, although the costs of formation will be reimbursed by the Landscape and Lighting District itself.

Statewide Community Infrastructure Program

Under the approved Development Agreement, Meritage is required to pay fees upon approval of building permits. An alternate approach is provided in a special program established by the State of California. It allows developers to finance their fee obligations through annual assessments on home purchasers. The Statewide Community Infrastructure Program issues tax exempt bonds at low rates, pays the City its fees up front, and recovers the annual debt service from home buyers. The amount of the obligations, similar to those of a Community Facilities District, are disclosed as part of the home purchase and

are factored in by buyers and sellers. Participation in the program allows the City to receive its revenues in one lump sum. It is anticipated that the next bond sale will be in October 2018. In order to participate in the program, the City must agree to join the Joint Powers Authority that issues the bonds, and to adopt a resolution of intention to participate. It is likely that Meritage will submit applications for building permits for models and some initial units prior to that date, so the City will receive some revenue prior to the bond sale.

Sewer Line Reimbursement Agreement

As a condition of approval Meritage was required to construct along the length of its project a new 18-inch sewer main that would be needed at some point in the future to connect the San Juan Bautista community to a relocated wastewater treatment plan. By installing the line at this time, disruption and dislocation can be avoided in the event that the plant is eventually relocated. However, because the line was not needed to serve the Rancho Vista subdivision itself, the conditions of approval provided that Meritage would be reimbursed for its costs. The proposed Reimbursement Agreement provides a credit against Meritage's "sewer connection fee" (Fixed at \$5204/lot for a total of \$447,544.) If that is insufficient to pay the actual direct costs of the sewer main, the City will pay Meritage the difference in ten equal installments over a ten-year period. The source of funding for the reimbursement would be sewer connection fees paid by other projects over that period of time, or, if inadequate, from sewer operating revenues.

The General Plan did not specify a particular site or a particular schedule but did recommend the relocation of the WWTP to a northerly site "within the sphere of influence." Under the Reimbursement Agreement, Meritage's sewer connection fees (\$447,544) will be used for the construction of the new sewer main rather than for other priority improvements at the current WWTP.

SUMMARY

There has been controversy over possible changes in the configuration of lots subsequent to the approval of the Tentative Map. Meritage has agreed to forego one of the buildable lots lost in order to develop a more robust storm drainage system, and it has agreed to front five houses on Third Street consistent with the plan submitted with the Tentative Map. The attached comprehensive report shows how the conditions of approval are being met and monitored. In order to accelerate the water hookups to the new houses, Meritage has agreed to provide an additional \$100,000 to address the City's "water problem." By initiating the Landscape and Lighting Maintenance District the project can continue to move forward. By agreeing to join the Statewide Community Infrastructure Program, the City will receive its fees for the project "up front" and not have to wait for individual building permits to be pulled.

CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE:

January 16, 2018

SUBJECT:

Rancho Vista Subdivision

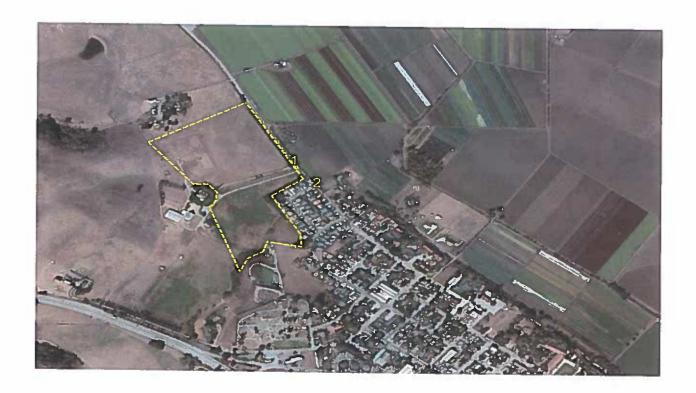
Agenda Description

Receive a background report on the Rancho Vista Subdivision and review proposed lot configuration, specifically regarding the five lots constituting Phase 7 off Third Street.

Project Description

The Rancho Vista Subdivision is an approved, and under construction, 86 lot subdivision divided into seven phases that will encompass extending Third Street northerly across the west fork of San Juan Creek and connect to First Street. The project will also create a total of 3.42 acres of new open space which includes a 1.27 acre storm drain detention basin and park, a 0.33 acre open space park area adjacent to Creek Bridge Subdivision, and a 0.26 acres linear pedestrian parkway along the west fork of the San Juan Creek, a new roundabout intersection on First Street and Lavagnino Drive, bicycle lanes through-out the subdivision and 1,920 feet of pedestrian pathways and walkways with rest stops, benches and fitness/exercise facilities, a landscaped entrance along the center island together with landscaped open space park and natural habitat areas.

The project is situated on a 28.35-acre parcel of land which lies in the northerly part of the City and is within the current City boundary limits.



Project History

In April 2014 the property owners filed an application with the City Planning Department for a General Plan amendment, Urban Growth and Land Use Amendment, Vesting Tentative Map and a Development Agreement. The Vesting Tentative Map application was reviewed pursuant the City's General Plan and Zoning and Subdivision ordinances at several public hearings before the Planning Commission and City Council.

The project was also evaluated and noticed as required by the California Environmental Quality Act. The Planning Department prepared a CEQA Initial Study to determine the levels of significance and impacts the proposed subdivision would have on the City. Based upon the Initial Study and analysis of the potential impacts and the staff report presented on May 6, 2014, a Mitigated Negative Declaration was adopted as part of the project approval. The Planning Commission held a public hearing on June 10, 2014 on the proposed General Plan, Urban Growth Boundary and Land Use Amendment for the proposed project. Over the following months, the Planning Commission conducted public hearings to receive public input, comments and suggestions on the proposed project.

On December 4, 2014 the Planning Commission approved Resolutions 2014-31 and 2014-32 approving the Initial Study and Mitigated Negative Declaration and the General Plan amendment for the Urban Growth Boundary and Land Use Designation with recommendations to the City Council. Subsequently, the City Council received the Planning Commission's recommendations and, on December 16, 2014, approved Resolutions 2014-50 and Resolution 2014-51 approving the Initial Study and Mitigated

Negative Declaration and the General Plan Amendment for the Urban Growth Boundary and Land Use Designation for the proposed project.

Approval Documents

Attached to this report are the following approval documents:

Conditions of Approval

All applicable conditions of approval have been met to date and will continue to be monitored.

Development Agreement

Agreement requirements have also been met to date and will continue to be monitored.

Mitigation Monitoring Program

The attached environmental Mitigation Monitoring Program requirements are also being followed. Because of staff turnover there are some lapses in documentation. Going forward, Meritage Homes will be responsible for preparing and presenting a Mitigation Monitoring Program report on a scheduled basis. Staff is recommending that this report be prepared on a quarterly basis and maintained in a public project file. Attached is the Mitigation Monitoring Program report for the January 16, 2018 City Council meeting.

A graphic of the approved Tentative Map is illustrated below.



Architectural Design

The applicants received approval for Site and Design Review of residential home plans for the Rancho Vista Subdivision in 2017. The approved housing consists of four basic plans with variations of exterior architectural styles, frontage setbacks, landscaping schemes, widths, depths, and orientations.

The mixture of the four basic house plans with different architectural front elevations was considered to provide a variety of combinations for individual styles and models within the Rancho Vista Subdivision. San Juan Bautista's Design Guidelines provide criteria for site plan considerations, architectural building design, façade, roof line

articulations, building exterior materials, and paint colors. The four basic house plans were considered to meet the City's Design Guidelines and provide a livable residential setting with open space, park, pedestrian walkways, raised crosswalks, and a covered bus stop area. The four home types are distributed through-out the subdivision and consist of:

Plan 2347 - Single Story, 2,347 Sq. Ft.

Plan 2701 - Single Story, 2,701 Sq. Ft.

Plan 2401 - Two Story, 2401 Sq. Ft.

Plan 3085 - Two Story, 3,085 Sq. Ft.









Economic Benefits

The Rancho Vista Subdivision project provides economic benefit to the City in a number of ways. The following were identified in the project approval documents:

Increase Property Tax Base and Revenues
City of San Juan Bautista
County of San Benito
Gavilan Community College
San Juan-Aromas School District
San Juan Cemetery District
San Benito Hospital District

San Benito County Board of Education San Benito County Water District Hollister and State Fire Districts Increase Sales Tax Revenues Increase Gas Tax Revenues Increase Vehicle License Fees Increase Property Document Transfer Fees

There were also one-time payments to the City in the amount of \$344,000 to improve water wells and infrastructure projects, and \$172,000 to improve housing affordability in the City. The following illustrates construction permit fees that will be received upon the issuance of individual building permits based on a typical home of 2,400 sq. ft. (the fees are adjusted based on actual home size):

Building Permit Plan Check Fee Electrical Permit Fee Plumbing Permit Fee Mechanical Permit Fee Fire Sprinkler Permit Fee	\$ \$ \$ \$ \$ \$ \$ \$	2,125.25 1,034.00 280.00 190.00 120.00 150.00 3,899.25
Water Connection Sewer Connection Traffic Fee Public Safety Fee Park Development Fee Storm Drain Fee Library Fee Civic/Public Fee	\$\$\$\$\$\$\$\$\$	7,550.00 5,240.00 1,717.00 1,543.00 782.00 1,554.00 1,995.00 1,483.00 21,864.00
School Fee @ 2.97/sq. ft.	\$	7,425.00
TOTAL FEES	\$	33,188.25

Phase 7 Map Changes

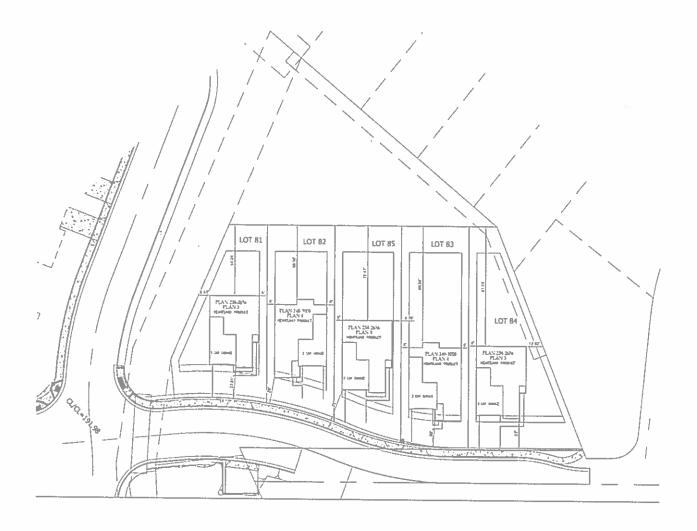
A significant concern of the project are the changes approved for the five lot Phase 7 Tentative Map. In 2017 the then-City Manager approved an Improvement Plan to grade and build a modified Phase 7. The City Manager found that the revised Plan was "substantially in conformance" with the Tentative Map and allowed construction to proceed with four frontage lots and two flag-lots. The Final Map has not been recorded yet for Phase 7 and the developers agreed to halt work on this portion of the subdivision until the matter of the parcel configuration is resolved.

Current City staff do not agree that this reconfiguration of Phase 7 is consistent with the approved Tentative Map. Having two flag-parcels to the rear of the frontage parcels

places them closer to adjacent homes and at higher pad-elevations. Closer proximity and higher pad elevation create new privacy and view issues for adjacent homeowners. As part of this staff report overview, staff coordinated with Meritage to require that the Phase 7 Map be as approved per the Tentative Map, and that the grades restored to originally approved elevations. This would allow the five standard building footprint lots. Attached is a new, revised, Phase 7 Tentative Map that shows the five parcels back to their originally approved configuration. The building-pad grades will be restored to their approved configuration as well - i.e. the two flag parcel building pads at the back of Phase 7 will be removed.

Meritage has shared that Lot No. 59 of the approved Tentative Map was lost as a result of the need to use this area for storm water retention. Their revised Phase 7 Map was originally requested to regain a lot for a combined total of 86 residential units. The revised Tentative Map bring s the total number of homes to 85. The 0.23 acre open space parcel of the northeast corner of Phase 7 is also retained.

Corrected Phase 7 Tentative Map



Attachments:

Exhibit A Conditions of Approval
Exhibit B Development Agreement
Exhibit C Mitigation Monitoring Program

EXHIBIT "A"



January 8, 2018

To: Ed Tewes, Interim City Manager, City of San Juan Bautista

CC: James Walgren, Michaele La Forge

Re: Rancho Vista: site drainage and phase 7 lot redesign

Dear Ed,

As discussed, the following memo will summarize the challenges that Meritage has encountered with the Rancho Vista storm water drainage, and the corresponding impacts to the land plan.

The winter of 2017 brought unprecedented rains, and, as a result, the site's storm water drainage underwent a massive redesign. To that end, it was determined that lot 59, per the approved Tentative Map, would no longer serve as a home site. Instead, a channel would be constructed as a part of an overall redesign to facilitate the upstream water drainage. As a result of the project's new design, water will now be effectively routed through the wetland area, into the detention basin and though the existing channel. The new design was dictated by hydrology studies commissioned by Meritage Homes.

As a result of the lost lot, Meritage worked with city staff to redesign the area known as "Phase 7". Per the approved Tentative Map, this area was originally planned as 5 lots with open space directly behind. The redesign included the addition of "flag lots" in an effort to add a 6th home site. The changes were reflected in an updated set of Improvements Plans and were submitted to city staff for approval.

The new Phase 7 land plan included (1) additional lot and less open space between the new home sites and the adjacent Creekside neighborhood. As Meritage began to move forward with the updated Phase 7 improvements, it became clear that the community did not support the new design. These frustrations were voiced at the August 29, 2017 City Council meeting.

Since the 8/29/2017 CC meeting, Meritage Homes has worked with city staff to address the community's concern over the redesign of Phase 7. The following have been identified as solutions:

- Meritage will not pursue a new Phase 7 design that includes the additional lot. The approved 5 lot design will be re-incorporated into a revised set of Improvement Plans and submitted to the city for review and approval.
- 2. It was determined that the existing architectural plans would need to be modified to fit on the 5 lots. Meritage has designed new plans and modeled them after the approved architecture. Each plan will have 2 of the 3 approved elevations assigned to them to maintain variation.
- 3. The open space directly behind the Phase 7 lots will remain the same size as what was approved. The picnic tables and public access to this space have been removed in effort to maintain privacy for Creekside residents.
- 4. The landscaping for the open pace has been updated to include a row of 24" box Cedar trees to provide a privacy screen for Creekside residents. Please see attached exhibit.
- 5. The elevation difference between the neighboring Creekside lots and the new Rancho Vista lots will be 10'+/-. This is consistent with the heights that existed in the initial grading plans based on the approved Tentative Map lot configurations.
- 6. The drainage for the open space will maintain the natural flow to the existing channel. The addition of the 5 lots will be taken into account with the updated grading and drainage.



Meritage would like to reiterate our commitment to building the best new community possible. Our goal has always been to build beautiful new homes for future San Juan Bautista residents while being sensitive to the existing neighborhoods. We appreciate the opportunity to work with the community and city staff.

Regards,

Jess Salmon Director of Forward Planning Meritage Homes, Inc.

EXHIBIT "B"

CONDITIONS OF APPROVAL FOR RANCHO VISTA SUBDIVISION VTM 2015-201

- 1. The applicant shall dedicate necessary right of ways, improve streets to geometric dimensions, structural cross section, underground utilities and guarantee by bond the following streets, roads and cul de sacs as shown on the approved Vested Tentative Map. (Mitigation Measure-17, UT-1)
 - a. Third Street from Donner to Rancho Way
 - b. Lavagnino Drive from San Juan Highway to 200 feet west of Third Street intersection
 - c. Caetano Place from Rancho Way to south terminus.
 - d. Vista Way from Rancho Way to Lavagnino Drive
 - e. Rancho Way from Caetano Place to 150 feet west of Third Street intersection.
 - f. Trailside Drive northeast and northwest 500 feet to terminus.
 - g. Trailside Court south west 350 feet to terminus.
 - h. Street improvements on San Juan Highway/First Street at Lavagnino Drive, a roundabout intersection and asphalt overlay northerly 480 feet to City limits; center landscaped circular area, lane striping, and traffic sianage.
- 2. The applicant shall provide the City with a faithful performance and labor, materials bond for all improvements necessary for the completion of the
- 3. The applicant shall submit a grading, erosion control and storm water pollution prevention plan (SWPPP) for all earthworks and grading activities of the project. (Mitigation Measure – 14, HYD-1)
- 4. The applicant shall obtain an encroachment permit for any work within the public right of way along Third Street and First Street (San Juan Highway).
- 5. The applicant shall enter into an indemnification and hold harmless agreement with the City of San Juan Bautista for the approval of the project and an agreement to pay processing fees for land use application and access to
- 6. The applicant shall repair and reconstruct all damaged and broken sidewalks, curbs, gutters and storm drain facilities within existing public right of ways of Third Street and First Street (San Juan Highway) arising out of the construction of the improvements required for the completion of the subdivision.
- 7. The applicant shall submit to the City a geotechnical soils report for the subdivision with recommendations for building foundations, structural design standards for streets and roads and field compaction testing and inspections. (Mitigation Measure – 12 & 13, GEO-1 & GEO-2)

- 8. The applicant has prepared and incorporated an archaeological report as part of the mitigated negative declaration document for the project.

 (Mitigation Measure 11, CR-1)
- 9. The applicant shall install fire hydrants within the subdivision as shown on the approved vested tentative map and approved improvement plans.

 (Mitigation Measure 17, UT-1)
- 10. The applicant shall dedicate to the City a rectangular area approximately 0.387 acres for inclusion into the waste water treatment plant site. The rectangular area lies adjacent to and west of the treatment plant and at the most southerly portion of the 28.35 acre parcel of land shown on the vested tentative map.
- 11. The applicant shall install a sanitary sewer lift station and connect the force main to the sanitary sewer treatment plant situated at 1300 Third Street. The applicant may elect the option to connect to the existing sewer lift station on Ahwahnee Drive and upgrade the lift station to accommodate the increase flow of effluent from the subdivision. The applicant's engineer shall submit a report to the City analyzing the pumping capacity for any upgrades necessary for the lift station. (Mitigation Measure 17, UT-1)
- 12. The applicant shall enter into a maintenance agreement for public facilities with the City to cover the costs for the continual operation, maintenance, repair and replacement of a sanitary sewer lift station and storm drainage open space detention area and shall not exceed \$300.00 per lot per year.
- 13. The applicant shall form and implement a Landscaping and Lighting District for the subdivision for the operation, maintenance, repair and replacement of the street lights and the continual maintenance of the landscaping within the boundaries of the subdivision. (Mitigation Measure 1 & 2, AES-1 & AES-2)
- 14. The applicant shall install a raised cross street intersection surface with pavers or architectural color concrete at the following intersections.
 - a. Lavagnino and Vista Way
 - b. Lavagnino and Third Street
 - c. Third and Rancho Way
 - d. Rancho Way and Vista Way
 - e. Rancho Way and Caetano Place.
 - f. Third Street and Trailside Court and Trailside Place.
- 15. The applicant shall construct a roundabout intersection at First Street (San Juan Highway) and Lavagnino Drive with landscaped center circular area, lane striping, and traffic directional signage.
- 16. The applicant shall install six feet wide meandering granite fines pedestrian walkways on the east side from the Trailside Court and along the east side of Trailside Drive, to and across the detention pond and natural open space to Lavagnino Drive. The meandering granite fines walkway shall include landscaping.

17. The applicant shall install a six feet wide granite fines pedestrian walkway on the south side of Lavagnino Drive from Third Street to First Street (San Juan Highway) including landscaping. (Mitigation Measure – 1, AES-1)

18. The applicant shall install a six feet wide granite fines pedestrian walkway along the east side of the west fork of the San Juan Creek from Third Street to the

open space area northerly of lots 82 thru 86.

19. The applicant shall install landscaping and security lighting along the pedestrian walkways and park areas listed in condition 16, 17 and 18 above. (Mitigation Measure – 1 & 2, AES-1 & AES-2)

- 20. The applicant shall install two pedestrian fitness stations and/or rest stops along the pedestrian walkways listed in Conditions 16, 17 and 18 above. Location to be determined during construction of the phases approved on the vested
 - tentative map.
- 21. The applicant shall obtain a stream bed alternation permit on the phases required, and provide a copy to the City from the State of California, Department of Fish and Wildlife (CDFW) for the construction of a street crossing of the West fork of San Juan Creek at Third Street, and the pedestrian overcrossing of the Creek, northerly of Lavagnino Drive with First Street (San Juan Highway) if required by the CDFW. (Mitigation Measures 4, 5, 6, 7, 8, 9, & 10; BIO-1, BIO-2, BIO-3, BIO-4, BIO-5, BIO-6, BIO-7)
- 22. The applicant shall construct a center island together with street trees, irrigation system and ground cover from First Street (San Juan Highway) to Vista Way.
- 23. The applicant shall install striping and delineate a bicycle lane northerly along Third Street from Donner Drive to Lavagnino Drive, and westerly along Lavagnino Drive from Third Street to First Street (San Juan Highway).
- 24. The applicant shall install a meandering 5 feet wide granite fines pedestrian walkway along the northerly property lines of lots 77 and 78, together with a meandering open rail fence, four feet in height, adjacent to and on the north side of the 5 feet meandering walkway.
- 25. The applicant shall install a meandering 5 feet wide concrete sidewalk along the Third Street and Lavagnino side of the natural open space area together with an open rail fence between the walkway and natural open space area.
- 26. The applicant shall landscape with low growing drought tolerant plants and shrubs the area between the westerly property line along San Juan Highway and existing trees and fence. The applicant shall repair and repaint as necessary the existing split rail fence along the east side of Caetano Place from the southerly Cul de sac to the north boundary of the subdivision. The landscaping shall be drip irrigation system. (Mitigation Measure 1, AES-1)
- 27. The applicant shall install Group mail box pick up sites throughout the subdivision, only if required by the US Postal Service Office of San Juan Bautista.
- 28. The applicant shall improve the entrance to the waste water treatment plant with curb, gutter, sidewalk, recessed entrance gate, fencing and landscaping. (Mitigation Measure 1, AES-1)

- 29. The applicant shall install a school bus stop area within the subdivision. The school bus stop area shall have a covered roof area with an all-weather surface and bus turnout lane. The applicant shall submit the final design of the bus stop area to the City prior to construction.
- 30. The applicant shall submit a sign application to the Planning Commission for all temporary on-site sales office signs and one sign at each of the principal entrances on Third Street and Lavagnino Drive during the construction and within a two year period after final approval and acceptance of the improvements of the subdivision phase. The signs shall provide for directions and information to the sales office and other essential features needed for potential buyers of homes to access the subdivision. The applicant may also make application for temporary off premise signs at Highway 156 and The Alameda, Highway 156 and Monterey Street, and San Juan Highway within the city limits during the course of construction of the subdivision.
- 31. The applicant shall be restricted to the hours of 7:30 A.M to 6:00 P.M. Monday through Friday and 9:00 A.M. to 6:00 P.M. Saturdays for all construction work on lots 71 to 77 and lots 82 to 85. No construction will be allowed on Sundays. (Mitigation Measure 15 & 16; N-1 & N-2)
- 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 on lots 71 to 77, 82 to 85. No construction on Sundays unless it is within a confined building where all noises are contained inside the building.

 (Mitigation Measure 15 & 16; N-1 & N-2)
- 33. The applicant shall have the following note placed upon all construction plans and drawings of the project: "If prehistoric or historic archaeological resources or human remains are unexpectedly discovered during construction, work shall be halted within 50 meters (160 feet more or less) 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." (Mitigation Measure 11, CR-1)
- 34. The applicant shall obtain all right of ways and easements required and necessary within the boundary of the subdivision, for the construction and completion of the subdivision improvements as outlined in the Development Agreement.
- 35. The applicant shall submit to the City and County Health Department 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 Monterey Bay Air Pollution Control District permit if required.

- 38. The applicant shall submit construction plans and drawing of all improvements within the various phases of the subdivision. The plans shall include utilities and not limited to water, sewer, storm drain, electrical, gas, telephone, and communications. The utilities shall conform to the utility company's standard and City of San Juan Bautista Standards. (Mitigation Measure 17, UT-1)
- 39. The applicant shall install a separate water service lateral to each lot for a fire sprinkler system. The service shall conform to the City's Standards.

 (Mitigation Measure 17, UT-1)
- 40. The applicant shall place a note on the construction plans and drawings that all grading activities at the project site shall cease during high wind periods. The City Planning Department shall be contacted when construction activities has ceased due to high winds. (Mitigation Measure 14, HYD-1)
- 41. The applicant shall request and obtain a final inspection before occupancy to the building is allowed. (Mitigation Measure 3, AQ-1)
- 42. The applicant shall submit an application to the Planning Commission for Design Review of the exterior building elevations of the residential dwellings. All residential dwelling plans shall conform to the California Building Codes, energy efficiency standards and structural design standards. The design review shall be submitted and completed implemented prior to issuance of building permits. (Mitigation Measure 3, AQ-1)
- 43. The applicant shall pay all improvement plan check and inspection fees prior to commencement of construction on the subdivision improvements. The applicant shall pay all, building plan check, building permit, electrical permit, plumbing permit, mechanical permit and fire sprinkler fees and impact fees prior to issuance of a building permit for each lot. (Refer to Section 2.10 of the Development Agreement)

(Mitigation Measure – 17, UT-1)

- 44. The applicant shall provide the City with confirmation that the school impact fees have been paid prior to the issuance of a building permit for each lot within the subdivision.
- 45. The applicant shall install an oversize sanitary sewer transmission line from the waste water treatment plant to the north boundary of the subdivision. The applicant/ developer shall enter into a reimbursement agreement with the City of San Juan for payment of the cost of the oversize sewer line. The applicant/ developer shall obtain a minimum of three competitive bids for the cost of the oversize sanitary sewer pipe and submit them to the City prior to approval of the reimbursement agreement and construction. (Refer to Section 2.09 of the Development Agreement)
- 46. The applicant shall restrict the number of two story houses to no more than 70% of the lots fronting on the street between cross street intersections. The 70% shall be applied equally on each side of the streets, ways or drives. The roof lines of the housing units shall have a variation in style, roof pitch, design, color and type of roof materials. All residential dwelling within the subdivision shall incorporate drought tolerant landscaping, drip irrigation systems, latest energy

efficient standards and have at least one street tree for each lot fronting on the street, way, place or drive. The applicant/developer shall install an 8' high wood fence along the rear of lots 1 thru 10 and plant minimum of two tree per lot inside the 8' high fence. The tree shall be in a tree planting easement and contain provisions within the CC & R to maintain and replace the tree when required. (Mitigation Measure – 3, AQ-1)

47. The applicant shall submit the final map of the phase to be recorded to the City for approval by the City Council. A copy of the approved Vested Tentative Map, lot closures, traverse sheets, subdivision guarantee title report and final map checking application fee together with bonds, subdivision agreement shall be submitted to the City prior to approval of the final map.

48. The applicant shall submit a development agreement to the Planning Commission for review and consideration. Upon review and approval by the Planning Commission, the development agreement shall be recommended to the City Council for review and approval. The development agreement must be approved by the City Council prior to the City Council taking final action on any phase of the subdivision map.

49. The applicant shall provide for inclusionary housing to the City as follows: (1) provide six (6) secondary units pursuant to the California Government Code, and, (2) pay to City \$2,000 per residential dwelling unit. The payment of such \$2,000 fee shall be on a unit by unit basis, payable at building permit issuance for each such building permit sought. Upon completion of the 86 lot residential development, the applicant shall have made a contribution in the amount of \$172,000 to the inclusionary housing fund of the City, to be available for development of a senior citizen housing development in the City, meeting the affordable price criteria as establish by the State of California Housing and Community Development Agency. (Refer to Section 2.13 of the Development Agreement)

50. The applicant shall submit a final copy of the approved Development Agreement to the City for processing and recordation. The development agreement shall have all the authorized signatures and notary certificate, together with recording fees.

51. The Vested Tentative Map shall be valid for that period allowed by Government Code Section 66452.6(a) and all controlling statutes.

52. The applicant shall install heritage street light standards and street signs through out the subdivision similar to Creek Bridge Subdivision. (Mitigation Measure – 1, AES-1)

53. The applicant shall contribute a fair share of the costs for a small roundabout at the intersection of Donner and Third Streets. The fair share cost shall be based upon the vehicle traffic volumes accessing the roundabout intersection.

54. The applicant shall contribute its fair share of the cost to widen Third Street from 240 feet west of North Street to the North Street intersection. The applicant shall enter into a reimbursement agreement with the City for the cost recovery of the fair share cost to widen Third Street between 240 feet west of North Street

to the North Street intersection required by the D'Ambrosio 27 lot PUD. The reimbursement agreement time period will be ten years. The City may modify the reimbursement agreement to extend the length of the period for the reimbursement agreement and provisions for the payment of the fair share costs of the widening of Third Street east of the D'Ambrosio 27 lot PUD. fair share reimbursement shall come from the D'Ambrosio PUD development, and other traffic impact fees derived from development projects within the City. The period shall be extended for two five-year maximum periods. The total reimbursable cost shall not exceed \$87,500.00.

EXHIBIT C

Note: You can access the Rancho Vista Development Agreement on the Planner's page of the website, at the bottom of the first page.

MITIGATION MONITORING PROGRAM RANCHO VISTA SUBDIVISION PROJECT

EXHIBIT "D"

#WW	Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Implementation Timeline	Meritagn Response
	Mitigation Measures from I	om Initial Study and Mitigated Negative Declaration	ated Negative Decla		
Aesthetics					
AES-1	Landscape Plan. The applicant shall submit a landscaping and irrigation plan to the City prior to approval of the Final Map. The landscaping plan shall maximize planting areas adjacent to driveways, streets, and storm drainage areas, as well as landscaping of the individual residences to complement the architecture and uphold the visual quality of the site. It also shall include landscape buffers that reduce views of Project houses from existing residences adjacent to the site.	Project Site Developer(s)	City Planning and Building Department Personnel	Prior to construction	The Rancho Vista landscape plans, to include open spaces, front yard typicals, and streets, were submitted to the city in August 2016 and found to be cosniutent with the
1					approved Tentative Map documents. As a result of city staff turnoevr, additional sets of landscape plans were submitted for city review on 12/27/2017.
AES-2	Lighting Plan. 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 away from the residences adjacent to the Project site.	Project Site Developer(s)	City Planning and Building Department Personnel	Prior to construction and during construction	A lighting plan was submitted to the city. Comments were addressed and the lighting plan was verbally approved by the previous city

Air Ouality	A.				manager. The lighting plan is attached for reference.
AQ-1	Long Term Emissions Reduction. The installation of wood-burning fireplaces within the subdivision shall be prohibited and shall be noted as such on construction documents. Natural gas fireplaces are acceptable.	Project Site Developer(s)	City Planning and Building Department Personnel	Prior to construction and upon final inspection	Wood burning fireplaces are not included as a standard or optional feature in the approved architectural plans. Meritage Homes is the industry leader in energy efficient homes. See attached exhibit outlining the Meritage
ologic	Biological Resources				10
1- 0 2	IV-1 – Amphibians. Directed pre-construction surveys shall be conducted for both the CTS and CRLF no more than 48 hours prior to construction activities. Observations of CRLF and CTS within dispersal distance suggest that these species have a potential to occur on the subject Property. USFWS protocol level surveys for the CRLF shall be performed to document presence/absence of this species if work is to be performed in the irrigation ditch and intermittent creek channel. If it is determined that the site that supports CRLF/CTS the applicant shall consult with USFWS and/or CDFW prior to any construction activities and obtain appropriate permits if "take" of the species is likely to occur. If CRLF/CTS are identified as occurring, appropriate mitigation measures to reduce impacts to a less-thansignificant level would be coordinated with the USFWS and/or CDFW. These measures would include, but may not be limited to:	Project Site Developer(s)	City Planning and Building Department Personnel	Pre-construction and during construction	A CTS Habitat Assessment was performed by California Environmental Services in January of 2015 (see attached report). No presence of CTS was identified. A CRLF pre- construction survey was performed by Olberding Environmental (see

presence of CRLF was

identified.

- Work in drainages and wetlands shall be restricted to the dry season (June 15 – October 15)
 - All construction personnel shall attend a mandatory Worker Environmental Awareness Training Program delivered by a USFWS-approved biologist prior to working on the project site. The program shall focus on the conservation measures that are relevant to employee's personal responsibility and shall include an explanation as how to best avoid take of the California tiger salamander and California red-legged frog. The program shall include an explanation of Federal laws protecting these listed species as well as the importance of compliance with this BO.
- Construction footprint boundaries shall be clearly marked before construction.
- Construction access, staging, storage, parking shall be limited to what is described in information provided by the applicant.
- Preconstruction survey for the California tiger salamander and California red-legged frogs shall be conducted by a Service-approved biologist. These surveys shall consist of walking surveys of the project limits and accessible adjacent areas within at least 50 feet of the project limits. The Service-approved biologist will investigate all potential areas that could be used by the species for feeding, breeding, sheltering, movement, and other essential behaviors. This includes thorough investigation of mammal burrows, appropriately sized soil cracks, and debris. Native vertebrates found in the cover sites will be documented.
- Those located within areas that shall be subject to ground disturbance shall be relocated to an adequate cover site within the Area. The entrances and other refuge features within areas that will be subject to

Meritage contracted with Zander
Associates to review all existing assessments and surveys. Zander confirmed the conclusions made by previous biologists and provided additional surveys and reports (see attached) in compliance with the

It should be noted that Meritage has installed (voluntary) perimeter fencing to exclude CTS movement onto the site to meet the biological resource mitigation requirements of the MND.

	ground disturbance shall be collapsed or removed
	following investigation and clearance.
•	If a California red-legged frog or California tiger
	salamander is found: The construction supervisor shall
	halt work immediately within a buffer area of 50 feet of
	any discovered California red-legged frog or California
	tiger salamander. The construction supervisor will also
	contact the Service-approved project biologist and the
	Service in the event that a California red-legged frog or
	California tiger salamander is found within the
	construction zone. The construction supervisor will
	suspend all construction activities in the immediate
	construction zone (50-foot radius) until the animal
	leaves the site voluntarily or is removed by the biologist
	to a release site using Service-approved transportation
	techniques.

- Frogs or salamanders that need to be relocated outside the construction area shall be released at an appropriate cover site or aquatic habitat within the Area by the Service-approved biologist.
 - To prevent inadvertent entrapment of a California tiger salamander or California red-legged frog during construction, all excavated, steep-walled holes or trenches more than 1 foot deep shall be covered at the close of each working day with plywood or similar material, or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals. If at any time a trapped listed animal is discovered, the onsite biologist shall immediately place escape ramps or other appropriate structures to allow the animal to escape, or the Service will be contacted by telephone for guidance. The Service shall be notified of the incident by telephone and email within one (1) working day.

	 Vegetation clearing shall be performed under direct supervision of a biological monitor. 				
7-018	Nesting Passerines. If project construction-related activities take place during the nesting season (February through August), preconstruction surveys for shall be conducted for nesting passerine birds within the project site and the surrounding area of influence of the project site. Surveys 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 shall 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 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), construction can proceed without further regard to the nest site.	Project Site Developer(s)	City Planning and Building Department Personnel	Prior to construction	The Olberding Environmental pre- construction surveys included results for Nesting Passerines (see attached report). Although nests were identified in wetlands, these areas were left undisturbed. No presence of CRLF was identified. A review of the surveys and additional site visits were conducted by Zander & Associates. The conducted by Zander & Associates. The conclusions made by Olberding were also confirmed by Zander. Those reports are attached.
810-3	Burrowing Owls. No more than 30 days prior to any ground disturbing activities, a qualified biologist shall conduct a preconstruction/take avoidance survey for burrowing owls using methods described in Appendix D of the CDFW Staff Report on Burrowing Owl Mitigation (Staff Report) (CDFW 2012). If no owls are detected during the initial take	Project Site Developer(s)	City Planning and Building Department Personnel	Pre-construction and during construction	The Olberding Environmental pre- construction surveys included results for Burrowing Owls (see

	avoidance survey, a final survey shall be conducted within				attached report).
	24-hours prior to ground disturbance to confirm that owls				Although posts word
	are still absent. If present and no nesting has begun, nest				idontified in motleral
	exclusion doors or avoidance buffers may be used as				identilled in wetlands,
	negotiated with CDFW. No disturbance should occur within				these areas were left
	50 meters (approximately 160 feet) of occupied burrows				undisturbed. No
	during the non-breeding season of September 1 through				presence of CRLF was
	January 31 or within 75 meters (approximately 250 feet)				identified.
	during the breeding season of February 1 through August 31.				
	Avoidance also requires that a minimum of 6.5 acres of				A review of the
	foraging habitat be preserved contiguous with occupied				surveys and additional
	burrow sites for each pair of breeding burrowing owls (with				site visits were
	or without dependent young) or single unpaired resident				conducted by Zander
	the performed during December and early language is out-				& Associates. The
	are periodined during December and early Jamuary. II OWIS				conclusions made by
	are discovered, passive relocation of the owis can take place.				Otherding were also
	If owls are discovered after February 1, the owls must be left				one in gwele also
	on site and a 250-foot buffer established until September 1.				confirmed by Zander.
					Those reports are
6					attached.
	have the potential to impact the onsite intermittent creek channel, a qualified fish biologist, designated by the Reclamation in consultation with NMFS (National Marine Fishery Service) and CDFW, shall conduct a survey within the onsite intermittent creek channel and irrigation canal to determine whether these waterways are suitable to host steelhead. If these waterways are determined to serve as a suitable winter run, identify if this stretch of creek contains potentially suitable substrates to support spawning. If it is determined that the site that supports steelhead, the applicant shall consult with the National Marine Fisheries Service (NMFS) prior to any construction activities and obtain appropriate permits if "take" of the species is likely to	Project Site Developer(s)	City Planning and Building Department Personnel	Pre-construction and during construction	The intermittent creek channel was not impacted by any construction activities.
	occur. If Steelhead are identified as occurring, appropriate				

	mitigation measures to reduce impacts to a less-than- significant level would be coordinated with the NMFS. A qualified fisheries biologist shall be present for any work occurring within the creek bed. The biologist shall implement NMFS approved procedures to ensure that no special-status fish species are harmed by project-related				
	activities. At a minimum, these procedures shall include the relocation of fish from the disturbance area and the temporary placement of barriers to prevent fish from entering the disturbance zone. Other measures may be implemented upon their approval by NMFS. Mitigation Measure IV-5, below, also would help to protect potential steelhead habitat.				
5-0 18 7	Erosion Control. Mitigation measures for erosion control for sensitive aquatic habitats shall include best management practices (BMP's) such as hay bales, silt fencing, placement of straw mulch and hydro seeding of exposed soils after construction as identified in the Storm Water Pollution Prevention Plan (SWPPP) and post-construction Stormwater Management Plan (SWMP).	Project Site Developer(s)	City Planning and Building Department Personnel	Pre-construction, during construction, and post-construction	Meritage has an approved and current SWPPP with the state water board. ALL BMP's are in place anc inspected on a regular basis by a 3 rd party SWPPP compliance consultant.
9-0-19	Riparian and Wetland Habitats. If the project results in the loss of riparian or wetland habitat the applicant shall prepare and submit to the resource agencies having regulatory authority, a detailed "Wetland/Riparian Plan." The plan would also be subject to the approval of the ACOE, RWQCB, and if required, CDFW, with review by USFWS. Implementation of the plan shall be incorporated into approval of the grading plan and all further project approvals, and the applicant shall provide appropriate security to ensure completion of the plan. The plan shall require the replacement of impacted habitats under the jurisdiction of the ACOE, CDFG, and/or RWQCB at a 2:1 ratio.	Project Site Developer(s)	City Planning and Building Department Personnel	Pre-construction, during construction, and post-construction	The project did not result in the loss of any riparian or wetland habitat. The project was designed around these areas.

In order to implement the creation/enhancement of habitat onsite, the plan shall detail measures for the onsite replacement of the X-acre of seasonal wetlands/riparian habitat to be directly impacted by the proposed project at a ratio of 2:1. The plan shall specify, at a minimum, the requirements specified below.

- The specific location of creation/enhancement sites in the open space area;
- 2. The quantity and species of plants to be planted;
 - Planting procedures, including the use of soil preparation and irrigation (when needed);
- 4. Methods for the removal of non-native plants;
- i. A schedule and action plan to maintain and monitor the creation/enhancement areas;
 - Contingency measures in the event that creation/enhancement/restoration efforts are not successful. These may include corrective grading, the removal of non-native plants, the planting of native plants, and/or the creation of additional wetland habitat;
- At a minimum, biological monitoring of the created habitats shall be conducted bi-annually for five years from completion of the created wetlands and riparian habitat. An annual monitoring report shall be submitted to the City;
- 8. The project proponent(s) shall be responsible for the cost of all habitat creation activities, monitoring, and implementation of contingency measures. Following the five-year monitoring period, the preservation and ongoing maintenance of the habitats would be the responsibility of the project proponent. The required preservation and maintenance of the created habitats would be recorded as a deed restriction against the property.

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Success Criteria:	At a minimum, the created wetlands shall have similar hydrology and length of saturated soils to the naturally	occurring wetlands in the open space, and native plant diversity at least equal to that occurring in the naturally	occurring wetlands in the open space. If the success	described above would be implemented. The	contingency measures shall be implemented as soon as	monitoring detects that the success criteria will not likely be achieved and not nocessarily at the and of the	five-year monitoring period. The plan shall also require	collecting baseline data of the habitats to be	temporarily disturbed and restoring this area to its pre-	disturbance condition. Specifically, prior to the	disturbance, the plan shall detail methods for	describing the plant species in the disturbance area,	including the species present, the relative abundance of	these species, vegetative cover, and the relative	abundance of native and non-native species. This	information shall define the pre-disturbance condition	to which the disturbance area needs to be returned.	Following disturbance activities within the channel, the	plan shall detail methods for re-vegetating the	disturbed area and preventing the spread of invasive	plant species. This may include the planting of	appropriate plant species and monitoring at monthly	intervals for a six-month duration. If it is determined by	the monitoring biologist that the channel has returned	to a condition equivalent to its pre-disturbance	condition, then no additional measures shall be	required. If the monitoring biologist determines that	the area has not returned to a condition equivalent to	or exceeding its pre-disturbance condition (based on
														9															

		Construction Streambed Alteration Agreement with California Fish & Wild Life. The SAA is included. Meritage removed a culvert at the entrance to the site and constructed a clear span bridge crossing in its place. CDFW required a streambed alteration agreement for the culvert removal. which
		City Planning and Building const Department Personnel
		Project Site Developer(s)
the percent native/non-native plant species present, vegetative cover, and other factors), then the plan shall include corrective measures that would be implemented. These measures may include the removal of non-native species and the planting of native species. When it is determined by the monitoring biologist that the channel has returned to a condition equivalent to or exceeding its pre-disturbance condition, then no additional measures shall be necessary.	The disturbance area has returned to a condition equivalent to or exceeding its pre-disturbance condition, based on the relative abundance of native species, percent ground cover, and plant species composition. If the success criteria are not met, then the contingency measures described above would be implemented. Alternatively, the project proponent(s) may purchase wetland mitigation credits (at a 2:1 ratio) at an ACOE-approved mitigation bank.	Corps Regulated Wetlands/Waters. A wetland delineation shall be prepared to document the extent of jurisdictional features if any construction activity could result in impacts to wetlands/waters that may be potentially considered jurisdictional. If the wetlands/waters are deemed jurisdictional and construction activities are proposed that could impact these features, permits shall be obtained prior to construction. Setbacks from the wetlands/water features may be required to protect habitat and water quality.
		10

	La Heral Recourses				included preconstruction surveys, construction monitoring, etc. Meritage complied with all requirements of the SAA (see attached) and completed the bridge crossing project.
ਦ 11	Unidentified Cultural Resources. If prehistoric or historic archaeological resources or human remains are unexpectedly discovered during construction, work shall be halted within 50 meters (160 feet) of the find until it can be evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented.	Project Site Developer(s)	City Planning and Building Department Personnel	During construction	No archaeological resources have been identified during construction. Additionally, an archaeological assessment was performed by Archaeological Consulting. The onsite recon and record lookup yielded no onsite cultural resources.
GEO-1	GEO-1 Seismic Hazards. i. VI-1a) A detailed seismic and fault evaluation of the site as described in the Berlogar Stevens April 7 and May 21 reports shall be conducted. That evaluation shall include	Project Site Developer(s)	Onsite Building Inspector, City Engineer, and	Prior to construction and during construction	All seismic related evaluations and testing is summarized in the December 14,

		peer-reviewed trenching of the site extending across the	City Planning	2016 Geotechnical
perpendicular to the mapped trace of the San Andreas Fault, a distance of approximately 700 feet, at a depth of 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the 10-12 feet below the ground surface. The scope of the scope of the scope of the sciple o		mapped Earthquake Fault Study Zone approximately	Darconal	Donott promote him
Tault, a distance of approximately 700 feet, at a depth of Tault, a distance of approximately 700 feet, at a depth of I 10-12 feet bloow the gound usuface. The scope of the investigation shall be developed in consultation with the third-party geologic reviewer retained by the City of San Juan Bautista. In the event that evidence of an active fault trace is found within the Project site, all residences shall be set back a minimum of 50 feet from that trace. Residences also shall be deglenck, at a minimum, to withstand the maximum acceleration in the design earthquake (10% chance of exceedance in 50 years) without collagansing (life Safety standard). Other design recommendations of the seismic study shall be incorporated into structural, foundation, and essential infrastructure designs. II. VI-1D, A detailed liquefaction/lateral spreading/differential settlement analysis shall be incorporated into structural, foundation, and essential conducted for the site. That study shall include subsurface exploration consisting of conventional drilling to allow soil sample collection to a maximum depth of 50 feet, as recommended in the Berlogar Stevens (April 7, 2014) report. Field studies also shall determine the depths and limits of undocumented film on the site, as well as better characterize the site's groundwater, including sepages issues. Laboratory testing shall be conducted as recommendations of the Project geotechnical engineer. The Final Map shall include all recommendations of sols is proposed to reduce settlement/liquefaction/lateral programment shall be conducted and hazards, a vibration assessment shall be conducted and hazards, a vibration assessment shall be conducted and		perpendicular to the mapped trace of the San Andreas		report provided by
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	compaction shall be designed and implemented to assure that nearby houses are not damaged. Pre- and				
	post- compaction surveys of nearby houses may be required as part of this assessment. iv. VI-1d) Utility lines crossing a fault trace or determined to be subject to differential settlement or other ground failure shall be designed to withstand rupture in the event of a design earthquake.				
	v. VI-1e) All initial purchasers of project homes shall be provided seismic safety information pamphlets, such as the State of California's Homeowner's Guide to Seismic Safety (http://www.seismic.ca.gov/pub/CSSC 2005-01 HOG.pdf).				
GEO-2	Expansive Soils. The presence of expansive soils shall be addressed in foundation, infrastructure, and roadway design to the satisfaction of the project engineer and City staff. The use of posttensioned concrete slabs on grade may be applicable to house designs.	Project Site Developer(s)	Onsite Building Inspector, City Engineer, and City Planning	Prior to construction and during construction	Expansive soils and recommendations for construction are summarized in the
13				·	Geotechnical Report provided by ENGEO
Hydrolo	Hydrology and Water Quality				
HYD-1	i. IX-1 a) The applicant shall submit a site development plan including on-site drainage provisions, curbs, trash enclosure, on-site driveways, asphalt pavement, on-site pavement markings, handicap parking stalls, directional signs, information signs and ingress and egress signs. ii. IX-1 b) The project shall install siltation devices on all inlets and storm water catch basin.	Project Site Developer(s)	Onsite Building Inspector, City Engineer, and City Planning Personnel	Plan will be submitted and approved prior to construction, compliance checked at time of construction prior to occupancy and post construction final inspection	The site drainage is included in the approved Improvement Plans. ALL BMP's identified in the project's SWPPP are being adhered to and review by a 3 rd party SWPPP consultant.
Noise					
Z-1	Construction Vibration. If dynamic compaction is proposed as a method of ground improvement to mitigate liquefaction	Project Site Developer(s)	Onsite Building Inspector, City	During construction	Per the ENGEO report dated December 14.



SCOPE OF SERVICES & FEE PROPOSAL

CITY OF SAN JUAN BAUTISTA

RANCHO VISTA

COMMUNITY FACILITIES DISTRICT
CONSULTING SERVICES

SUBMISSION DATE: November 29, 2017

Public Finance Public Private Partnerships Urban Economics Clean Energy Bonds

> Newport Beach San Francisco San Jose Riverside Dallas Houston

November 29, 2017

Ed Tewes, Interim City Manager citymanager@san-juan-bautista.ca.us

RE: RESPONSE TO REQUEST FOR PROPOSALS ("RFP") FOR COMMUNITY FACILITIES DISTRICT FORMATION SERVICES, MAINTENANCE DISTRICT

Dear Mr. Tewes:

DAVID TAUSSIG & ASSOCIATES, INC. ("DTA") is pleased to submit this copy of a Statement of Qualifications ("SOQ") describing our firm, and explaining our qualifications for providing special district consulting services to City of San Juan Bautista, (the "Client"). The engagement discussed relates to the Special Tax Consultant role for the Client's formation and implementation of a City of San Juan Bautista Community Facilities District ("CFD") to fund the public services and maintenance obligations associated with the Rancho Vista development in San Juan Bautista.

DTA is well qualified for this role based on our firm's experience working on over 1,500 land-secured financing districts in 10 states over the past 30 years, with the vast majority of this experience within the State of California. The enclosed response includes information on our firm's extensive experience with these special districts, and the qualifications of the staff members we have assigned to this engagement.

The content of DTA's SOQ has been prepared to establish:

- DTA's experience/qualifications. Since its establishment in 1985, DTA has completed consulting assignments pertaining to the financing of public infrastructure and services for over 2,500 clients in 10 states. During this period, the firm has been involved in the formation of over 1,500 public finance districts, with total authorized bonded indebtedness over \$60 billion. DTA's level of experience with the formation and issuance of bonds for CFDs is unequaled, as our firm is the State of California's leading special tax consultant, having prepared special tax formulas on behalf of public agencies for the establishment of over 1,000 CFDs. We have also acted as Assessment Engineer for numerous ADs. Many of our CFDs and ADs have included the funding of public services similar to those implicated here, and have enabled our firm to develop a database of operations and maintenance costs for a large variety of these public services.
- In addition to the planning and implementation of public financing mechanisms, DTA is heavily involved in the fiscal and economic analysis of land development impacts, project feasibility studies, retail market analyses, and economic development studies. DTA's ability to analyze the revenues and costs to a local jurisdiction resulting from new development relates specifically to DTA's extensive experience in the fiscal impact analysis of land development projects. DTA staff has prepared over 675 fiscal impact reports ("FIRs") estimating the revenue and cost impacts of various land use decisions on cities, counties, and special districts.
- DTA has provided public finance consulting services to virtually every major City and County in the State. Our County clients have included, but are not limited to, the Counties of Alameda, Butte, Colusa, Contra Costa, Fresno, Imperial, Los Angeles, Madera, Marin, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, Santa Barbara, Shasta, Sutter, Stanislaus, and Yuba. DTA has also provided public finance consulting services for over 325 school districts, water districts, and fire protection districts throughout California.

Additional information on DTA is available on our website (www.taussig.com).



 DTA's Project Team Qualifications. Perhaps DTA's most outstanding qualification is the dedication and loyalty of the senior employees in our firm, many of whom have worked for our firm for 15-25 years, enabling our clients to count on the same personnel year-after-year on the job. DTA can offer a level of management expertise unequalled throughout the fields of public finance and special tax consulting.

DTA does not anticipate employing sub-consultants for any part of this engagement.

If you have questions regarding this SOQ, please call me at 1-800-969-4382. We look forward to working with you on this engagement.

Best regards,

Nathan D. Perez, Esq., Managing Director

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SECTION I FIRM BACKGROUND

DTA will assist in the development and formation of the Client's land-secured financing district by acting as the Special Tax Consultant.

DTA's financial and special tax consulting experience has taken many forms, including:

- Broad-based Experience: DTA has considerable experience with virtually every CFD scenario imaginable. We have participated in districts with single and multiple property owners; improvement areas and zones; single and multiple series of bonds; escrowed bonds; fixed and variable rate and capital appreciation bonds; and of course, residential and non-residential land uses. DTA has developed apportionment methodologies for the financing of master plan capital improvements, local subdivision improvements, public services, and even the undergrounding of existing overhead utilities. We have participated in districts with fewer than 20 dwelling units to those with over 37,000 dwelling units. Our staff have participated in numerous refundings and restructurings as well. This experience gives DTA the ability to analyze the Client's needs and structure financing mechanisms to maximize the capacity of a financing program while minimizing burdens on homebuyers and other property owners. The variety of financing structures for which we have provided these services have given us a perspective and level of skill that is unmatched. DTA's financial consulting services and work products reflect the scrutiny and refinement that can only come through such extensive experience. This experience can be crucial in identifying and resolving issues and helping the Client avoid the pitfalls we have seen cause problems for other municipalities;
- Legal Knowledge: Our senior professional staff is not only intimately familiar with the text of the
 Municipal Improvement Act of 1913, Improvement Bond Act of 1915, Landscaping and Lighting Act
 of 1972, Benefit Assessment Act of 1982, Mello-Roos Community Facilities Act of 1982 (the "Act"),
 and Proposition 218, but has extensive real world experience with each of their application. This
 means that our advice and consulting services are not merely a restatement of industry practices,
 but are grounded in a true understanding of each law;
- Innovation: Since 1985, DTA has been involved in the formation of over 1,000 CFDs that a funded
 a wide variety of public facilities and services. Having been involved with Mello-Roos consulting
 since its infancy, DTA has pioneered many of the industry's techniques and standards. Today, DTA
 continues to seek innovative solutions and refine our work product to better serve and protect our
 clients;
- Adaptability: Each member of DTA's professional staff has considerable experience in computerbased financial analysis and modeling. This experience gives DTA the ability to adapt and create new models to meet the Client's changing needs; and
- High-Level Support: DTA's clients receive high levels of personal attention from senior staff, with the
 President, a Managing Director, or a Vice President always available to meet with public agency staff
 and other groups. Because of the loyalty of DTA's senior staff, many of whom have worked with our
 firm for 20 years or more, DTA can offer a level of management expertise unequalled throughout the
 field of special tax consulting.



A. Community Facilities District Formation

While DTA's financing district formation consulting services have covered all types of residential, commercial, and mixed-use developments, we have been particularly successful in financing infrastructure for large-scale projects, including dozens of planned communities. DTA has been singularly responsible for a majority of the technical innovations which have occurred in the special tax consulting field, and many of these innovations are now considered standards in the industry. For example, DTA developed and implemented the first CFD "back-up" taxes, the first efficient special tax prepayment formula (which is now employed industry-wide), special tax zones and improvement areas, principal buydown formulas that allow for flexibility in the land uses ultimately developed within a CFD, and other innovations that strengthen the credit worthiness of CFD bonds. Listed below are examples of some additional techniques that DTA pioneered which are now being employed throughout the State:

- Utilization of escalating debt service to increase bonding capacity in CFDs.
- Employment of a series of CFDs or one CFD with a series of Improvement Areas or zones for a
 multi-issue bond program, so future residents cannot lower the Special Tax and void future
 bond issues, and to increase bonding proceeds by reflecting increases in property values when
 later Improvement Areas or zones are established.
- Combining a series of small CFD bond issues, sometimes on separate properties owned by small landowners, into a Marks-Roos Bond Pool to attain economies of scale and build regional as well as local improvements.
- Establishment of boundaries for a CFD that include properties affected by the CFD's improvements, as well as properties located elsewhere (sometimes owned by the same landowner) in order to increase the CFD's land values for value to lien purposes. The properties located elsewhere can be removed from the CFD when the properties affected by the financing have appreciated to a satisfactory level of value.
- Combining tax-exempt and taxable bonds within a CFD bond issue to finance public and private improvements.
- Establishment of an A-B bond structure, with senior and junior liens, where B bonds convert to A bonds automatically as property within the CFD is developed.

DTA's special tax formulas have been utilized to provide debt service coverage for the sale of hundreds of land-secured bond issues, and have provided the firm with considerable experience working with landowners, public agencies, underwriters, bond counsels, and financial advisors to provide special tax apportionment methods satisfactory to all parties. DTA has also worked frequently with institutional bond purchasers, all of whom are familiar with the firm and its expertise in the field of special tax consulting. DTA has also developed substantial experience and a strong reputation in the areas of overlapping debt analysis, value to lien studies, developer disclosure documentation, and other elements of the bond issuance process.

DTA's special tax formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing.

DTA is aware of - and has contributed to - the most innovative and creative concepts in land secured public financing. This knowledge and experience has allowed DTA to maximize the capacity of land secured financing programs while minimizing burdens on homebuyers and other property owners.



B. Community Facilities District Administration

DTA has served as special tax consultant for numerous cities, counties, water districts, and school districts. For your reference, we levied over 600,000 assessor's parcels in over 550 districts in Fiscal Year 2015-2016.

In addition to being the State's leading special tax consultant for the formation of CFDs, DTA has also been a leader in the enrollment and collection of special taxes for over 20 years. Therefore, unlike many consulting firms, we bring a depth of experience only achieved by providing consulting services on both the formation and administration of special districts.

Special district administration consulting services provided by DTA include:

- Data Collection: DTA would meet with City staff to establish and/or review procedures for capturing data (e.g., approved tentative maps, recorded final maps, building permits, and status of district funded improvements). District information would be maintained in a relational database with Assessor's parcel number as the key field. Changes to the district database would be recorded independently, with actual updates made programmatically to increase accuracy, preserve history, and leave an audit trail. In other words, parcel deletions and additions and building permit information would be recorded in separate files and then programmatically linked to the district database in order to reflect changes.
- Calculation and Enrollment of Special Taxes: Using the data compiled in the bond fund accountability analysis, DTA would prepare a year-end sources and uses of funds. Budgeted revenues and expenditures would be compared to actuals and year-end balances would be estimated. DTA would determine the coming year's CFD expenditures, calculate the special tax rates, and enroll the special taxes with the County.
- Delinquency Management: DTA would meet with City staff to review existing and/or establish delinquency management guidelines to ensure appropriate procedures are in place in the event foreclosure action is required, and ensure compliance with appropriate covenants. DTA would review property tax payment data and prepare a report which lists each delinquent parcel and the corresponding amount of delinquent special taxes. Delinquency data would be reviewed after each tax installment due date, the end of the City's fiscal year, and prior to initiation of foreclosure proceedings. Delinquency notices would be mailed in accordance with the established delinquency management procedures.
- Automation Software: DTA uses PaceAnalyticsTM, the most advanced Software as a Service available for special tax/assessment administration. PaceAnalyticsTM allows DTA to easily automate the management of district data, including parcels, building permits, and calculation of special tax/assessment rates. PaceAnalyticsTM can manage large complex districts, year over year, while maintaining historical data for audit and compliance purposes. PaceAnalyticsTM leverages a rule-based approach allowing DTA to model each district's special tax/assessment formula to consistently automate the assignment of property classifications and calculation of special tax/assessment rates for individual parcels. Besides system validations, DTA can visually verify the results using detailed summarization screens to show the allocation of tax classifications and combined totals for each class. Extensive Reporting and Dashboards provide even further visualization of the resulting data which can be easily shared across the team.

With PaceAnalytics™ DTA can enforce governance over each phase of the district administration lifecycle. This allows DTA staff to focus on quality and consistency while leveraging technology to ensure process and data compliance.



DTA will coordinate the implementation of the Client's land-secured maintenance district by acting as the Special Tax Consultant.

FORMATION OF COMMUNITY FACILITIES DISTRICT ("CFD") FOR SERVICES

DTA shall provide financial consulting services to assist the Client in the formation of a City of San Juan Bautista (the "City") Community Facilities District ("CFD") for services throughout the Project site. DTA shall perform these specific tasks for the formation:

Task 1 Kickoff Meeting

DTA staff will meet with Client staff in a Project kick-off meeting to finalize the details of the Project, deliverables, timetables, and tasks, discuss the special tax methodologies and best practices, identify needed information (i.e., reports, Project/needs lists, stakeholder groups, data, etc.), prepare final schedule, discuss the public process, and resolve other concerns.

Task 2 Background Research (Database Set-Up)

Review planning, development absorption, and financial information provided by Client staff and Project consultants. Assist Client in determining CFD-eligible services, and the cost of the services (e.g., road and grade separations, landscaping, various utilities, parks and open space, and security) to be funded through CFD (collectively, the "Services").

- 2.1 <u>Subdivision Research</u>: Identify and obtain copies of all final subdivision maps, parcel maps, and, if applicable, condominium plans. Identify date of subdivision, property use, acreage, lot number, and unit numbers, if applicable.
- 2.2 <u>Development Research</u>: Monitor and research building permit activity and obtain certificate of occupancy issuances from the appropriate party. Identify building permit issuance date, certificate of occupancy issuance date, tract, and lot for each applicable parcel within CFD.
- 2.3 <u>Assessor's Parcel Research</u>: Upon publication of Secured Tax Roll, review Assessor Parcel Maps to compile a list of the Assessor's Parcels which will be valid for the coming fiscal year.
- 2.4 Ownership/Exempt Parcel Research: Research and monitor changes in ownership and offers of dedication of property to public agencies and other exempt entities.
- 2.5 <u>Database Management</u>: Update automated parcel database to include all parcels. Data items will include Assessor Parcel Number, corresponding tract, lot and unit number, acreage, building permit issuance date, residential floor area, certificate of occupancy issuance date, and situs address.

Task 3 Tax Spread Analysis

Develop alternative methodologies for apportioning Services costs, by land-use (e.g., single family attached residential, multi-family attached residential, retail and non-retail commercial/industrial). Typically, cost apportionment methodologies are equivalent dwelling unit-based to reflect benefit. Therefore, development of the methodology alternatives is anticipated to involve determination of dwelling unit equivalencies for each land use type.

Based upon the selected cost apportionment methodology, DTA will compute special tax rates by land-use type in an amount sufficient to cover projected Services costs, administrative expenses, and reserves. Client shall provide data for special tax analysis with the assistance of DTA. Data required will include expected land uses, improved property values, development absorption rates, and taxable acreage. DTA shall rely on such data provided by Client, and shall <u>not</u> be responsible for verifying its accuracy.



Task 4 Overlapping Debt Analysis

Utilizing information obtained from the Client, prepare sample tax bills and overlapping debt estimates to assist in identifying the projected tax burden on homeowners and non-residential landowners for each land use type.

Task 5 Registrar of Voter's Certification

Request from the San Benito County Registrar of Voters confirmation of registered voters' status residing in the boundaries of the CFD prior to the adoption of the Resolution of Formation (Government Code Section §53322).

Task 6 Rate and Method of Apportionment of Special Tax (the Special Tax Formula)

Prepare Rate and Method of Apportionment of Special Tax (the "RMA"). The RMA will document the special tax formula, maximum special tax rates, classification of property for purposes of the annual levy, etc. The RMA will adapt to changes in land use, densities, and absorption. DTA will also evaluate the need for improvement areas or zones and if required, develop a separate RMA for each improvement area or zone.

Task 7 Document Review and Preparation

Assist CFD Formation Counsel with the preparation of required documents, including the Resolution of Intention, Resolution of Formation, and related items, and with the administration of the CFD election.

Task 8 Boundary Map (Optional)

This task entails the preparation of the CFD boundary map under the Mello-Roos Act and the County Recorder's Office, assuming that computerized base maps are provided by the Client. The boundary map will describe the property to be subject to the special tax. When finalized, and as requested, DTA will prepare mylar and black line originals of the boundary map and coordinate execution of the signature blocks and recordation.

Task 9 Public Report

Prepare the public report which shall contain a description and estimated cost of the proposed Services to be financed by the CFD and related costs and incidental expenses, an explanation of the special tax apportionment methodology, and projections of special taxes for each year of the levy.

Task 10 Meetings/Hearings

Attend meetings to present and discuss the CFD pro forma, the Rate and Method of Apportionment, and Public Report. If requested, DTA will also attend the City Council meetings at which the Resolution of Intention and the Resolution of Formation are adopted. This task includes attendance at up to two (2) meetings or hearings, including the Kick-Off Meeting.

Task 11 Notice of Special Tax Lien

Provide a list of Assessor's Parcels to be attached to the Notice of Special Tax Lien and coordinate its recordation with the County, under the Streets & Highway Code §3114.5.

Task 12 General and Technical Assistance, Disclosure

Answer questions and provide technical advice to Client and financing team.



DTA has assembled a project team to provide special district consulting services to the Client with the breadth of experience to provide these services in a professional and timely manner.

Nathan Perez, ESQ. would manage the project and would be the Client's primary point of daily contact throughout DTA's involvement. Mr. Perez would handle the ongoing execution and completion of the entire work plan – matching the project team's work and deliverables with the Client's needs and objectives. He will also manage the data collection efforts, direct the development of our technical models, provide senior-level analysis, review progress and work products with Client staff and stakeholders, present findings at project meetings, and finalize necessary documentation. Mr. Perez would be assisted in these tasks by Kuda Wekwete and other support staff. Should any price or cost estimating issues arise, Steve Runk, PE would handle any work. Mr. Perez would perform all of his work for the Client from DTA's San Jose office (allowing for the easy delivery and pick-up of documents to and from any agency, office, or municipal department/division).

Brief resumes for our key team members are provided below:

DAVID TAUSSIG

President | <u>dtadavid@taussig.com</u> Project Role - Principal-in-Charge

Mr. Taussig has nearly 40 years of experience in the fields of real estate finance and urban economics. His areas of expertise include municipal finance programs for infrastructure and public facilities development, fiscal and redevelopment impact analysis, and land development project feasibility studies.

Mr. Taussig has an extensive background in computerized financial analysis. Since founding DTA in 1985, Mr. Taussig has developed several state-of-the-art analytical methods and modeling approaches, and directed the formation of over 1,000 public financing districts and the subsequent sale of tax-exempt municipal bonds. These districts have funded public infrastructure and services for many types of residential and non-residential development, and have included several hundred master planned communities built throughout California, and in several other western states. Mr. Taussig's work has involved both the preparation and implementation of financing plans, and his public sector clients have included virtually every major urban county and city within California, and hundreds of special districts. He has provided similar consulting services to many of the largest land development firms in the State. The financing programs implemented by Mr. Taussig have ranged from land-secured Community Facilities Districts and Assessment Districts to redevelopment tax-increment programs and lease revenue-based Certificates of Participation. He is also responsible for DTA's successful efforts related to funding opportunities through federal and State grant programs and various tax credit programs.

Mr. Taussig has also overseen the preparation of numerous feasibility and impact studies involving the computerized analysis of project cash-flows and/or impacts on public agencies and landowners. This has included several hundred fiscal impact analyses that have evaluated the municipal revenues generated by a land development project as compared with the costs to a municipality of providing public services to that project. In addition, Mr. Taussig has established and implemented development impact fee programs and affordable housing programs for numerous public agencies.

Prior to establishing his own firm, Mr. Taussig was Director of Finance for Gfeller Development Company, where he handled all take-out and construction financing for the Company's residential projects and infrastructure. He also prepared development project proformas that were used by prospective lenders and joint venture partners to evaluate the Company's proposed projects.



Mr. Taussig was previously employed for six years by Mission Viejo Company ("MVC") where, as Manager of Housing and Community Development, he was involved in the planning and financing of two planned communities encompassing over 50,000 homes. These planned communities are now the cities of Mission Viejo and Aliso Viejo in Orange County, California. Mr. Taussig handled a substantial portion of MVC's mortgage financing and infrastructure financing during that period. He also worked for five years in the public sector as the administrator of a federal housing and community development program, and as a land-use planner. Mr. Taussig's educational background includes a Masters in City Planning from the University of California at Berkeley and a B.A. in Economics from Cornell University. He has qualified for full member status with the American Institute of Certified Planners, and is an active member of the Urban Land Institute's national Public Private Partnership Council.

Mr. Taussig and the firm are a registered Municipal Advisor with the SEC/MSRB.

NATHAN PEREZ, ESQ.

Managing Director | nperez@taussig.com

Project Role - Project Manager

Mr. Perez has a background in law, economics, business administration, and statistical analysis. Since joining DTA, Mr. Perez has been involved in all aspects of the formation and implementation of hundreds of Mello-Roos Community Facilities Districts and Assessment Districts throughout California, Washington, and New Mexico, with responsibilities related to the development of tax spread proforma analyses and the preparation of rate and method of apportionments, Public Reports, and overlapping debt analyses.

Mr. Perez also has expertise in the preparation, peer-review, and defense of dozens of development impact fee studies. This includes considerable work related to the preparation of facilities needs lists and the apportionment of infrastructure and services costs to a variety of land uses based on benefit criteria. He has also specialized in the apportionment of costs and the setting of service levels for the construction and maintenance of law enforcement and fire protection facilities, open space acquisition, parkland, transportation facilities, drainage facilities, government services facilities, community centers, and library facilities. He has also completed nearly 175 fiscal impact reports and 65 economic development analyses for a variety of residential, commercial, and mixed-use developments throughout California, New Mexico, Texas, and Washington.

Finally, his experience as an attorney has allowed Mr. Perez to effectively and efficiently evaluate dozens of state and Federal legal, regulatory, and administrative frameworks related to public finance and infrastructure development.

Prior to joining DTA, Mr. Perez worked for the Boston office of an international law firm, where he advised sponsors, managers, and investors on the tax aspects of fund formation and investment. Mr. Perez is admitted to the bar in both California and Massachusetts. Mr. Perez received his law degree from Harvard Law School, and his B.A. in Economics and History, with highest distinction, from the University of North Carolina at Chapel Hill.

Mr. Perez is an active member of the Urban Land Institute (where he regularly volunteers with *UrbanPlan*), the California Bar Association, and the Hispanic National Bar Association.

Mr. Perez also holds a Series 50 license as a registered Municipal Adviser with the SEC/MSRB, under rules promulgated following the Dodd-Frank Act in 2010.



STEVE RUNK, P.E.
Vice President, Engineering Services | <u>srunk@taussig.com</u>
Project Role - Cost Estimation Engineer

Mr. Runk has over 30 years of experience in the design and construction management of major civil engineering projects, including roadways, bridges, sewer and water improvements, and flood control facilities, as well as grading for public works projects and the construction of commercial and industrial buildings. Mr. Runk's specific responsibilities have included design, quality control, specifications, estimates, construction bid packages, construction coordination and construction management, cost analysis and control, scheduling, manpower forecasting, staffing and marketing. He has also assisted public agencies and developers in the procurement of funding from Caltrans and other federal and state agencies.

Mr. Runk has a proven track record of meeting schedules and adhering to budgets. Since joining DTA in 2000, he has worked with local agencies to resolve community issues and to negotiate scope changes with contractors to ensure the timely and satisfactory completion of construction projects. He has also acted as project manager for the establishment of Assessment Districts and the preparation of numerous AB 1600 Development Fee Justification Studies. Mr. Runk specializes in preparing assessment apportionment formulas and fee studies for roads and storm drains, as well as water and wastewater facilities.

Prior to joining David Taussig & Associates, Mr. Runk, as Senior Construction Manager for Holmes & Narver, Inc., successfully completed the construction of SR-41 Freeway in Fresno County, which was the County's first Measure "C" sales tax funded freeway. Prior to this project, Mr. Runk successfully completed SR-71 Freeway in Chino/Chino Hills, Calif. This \$98 million project was the first Measure "M" sales tax funded project for the San Bernardino Association of Governments. Mr. Runk's responsibilities on both of these projects included contract management, quality control, public relations, cash flow analysis, project closeout and compliance with Federal and State funding requirements.

Previously, Mr. Runk held positions with various public and private engineering entities in which he delivered projects requiring a wide variety of engineering expertise. He holds a B.S. in Engineering from the University of California at Los Angeles and a M.S. in Civil Engineering from California State University at Long Beach. Mr. Runk is a registered Civil Engineer in the States of California and Washington.



KUDA WEKWETE Vice President | <u>kwekwete@taussig.com</u> Project Role – Task Specialist

Mr. Wekwete has a background in mathematical modeling and statistical analysis. Since joining DTA in 2005, Mr. Wekwete has been assisting senior staff at DTA in the formation of Community Facilities Districts, Assessment Districts, Landscaping and Lighting Maintenance Districts, and the sale of special district bonds. His work has involved the preparation of tax spreads and overlapping debt analyses for the formation and/or sale of bonds for over 150 special districts established throughout California. In this role, Mr. Wekwete has prepared Rates and Methods of Apportionment, CFD and Engineers' Reports, and documents required for the formation of a CFD, the sale of property, and the annual levying of a special tax.

Mr. Wekwete has also been actively involved in the preparation of impact fee studies, especially in the areas of transportation and flood control infrastructure costing and the apportionment of these costs over various land use types based on benefit criteria. His engineering background has enabled him to assist DTA's Vice President of Engineering Services in preparing applications for State flood control grants under the Prop 84 and Prop 1E Programs, as well as applying a variety of apportionment methodologies to the development of fee studies and the establishment of benefit assessment districts for public sector clients.

Mr. Wekwete also has experience in the preparation of Fiscal Impact Reports, Tax Increment Analyses, Public Facilities Financing Plans, Stormwater Grants and Implementation Grants, and has performed due diligence services and disclosure documentation for land purchasers, public agencies, and lenders.

Mr. Wekwete received his B.S. in Operations Research & Industrial Engineering from Cornell University.



Fees for services shall be charged on an hourly basis according to the rates in Table 2 below, with invoices being submitted to the Client monthly. DTA shall perform tasks under the Scope of Work until fees equal each maximum level listed below, depending upon on which elements of the Scope of Work the Client asks DTA to perform.

TABLE 1 – PROPOSED BUDGET					
PROJECT TASK	CHARGE				
Scope of Work					
Formation Consulting Services	\$12,500				
Optional Preparation of CFD Boundary Map (T&M maximum) – Task 8	\$3,500				
Optional Additional Meetings/Presentations	\$2,500 each				
Expenses (as incurred)	\$750				
Budget Total (without optional tasks/presentations)	\$13,250				
Budget Total (with optional tasks/presentations)	TBD				

Table 2 DTA Hourly Rates

DIA Hourly Rates						
David Taussig & Associates, Inc. 2017 Fee Schedule						
President/Managing Director	\$275/Hour					
Vice President	\$250/Hour					
Manager	\$200/Hour					
Senior Associate	\$180/Hour					
Associate	\$160/Hour					
Senior Analyst	\$140/Hour					
Analyst	\$130/Hour					
Research Assistant	\$110/Hour					

On or about the first two (2) weeks of each month during which Consulting Services are rendered, DTA shall present to Client an invoice covering the current Consulting Services performed and the reimbursable expenses incurred under the agreement and sections thereto. Such invoices shall be paid by Client within thirty (30) days of each invoice. A 1.2% monthly charge may be imposed against accounts not paid within thirty (30) days of each invoice. DTA shall stop all work on the Project if payment is not received within forty-five (45) days of submittal of an invoice.



SECTION IV ■ **COST ESTIMATE**

All hourly rates for services apply through December 31, 2017 and are subject to a cost-of-living increase.

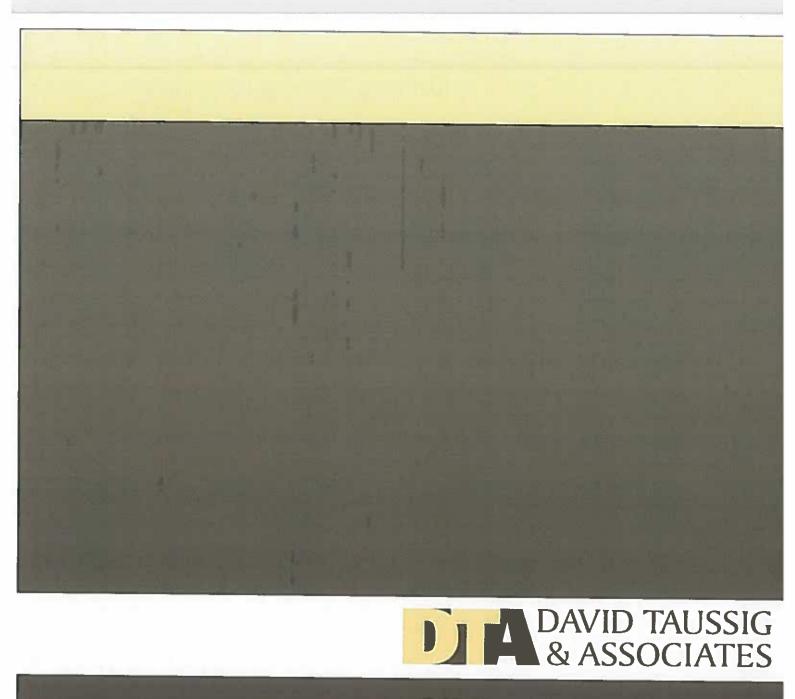
Limitations

This budget covers only those tasks outlined in the Scope of Work. Additional consulting services beyond those included in the Scope of Work ("Additional Work") shall require additional fees. DTA will notify Client if Additional Work has been requested by Client or any other parties before proceeding with Additional Work. Additional Work will be billed at the hourly rates listed above. The following are examples of Additional Work:

- Work related to the analysis of more than one (1) land-use plan.
- Additional analysis based on major land-use revisions.
- DTA's attendance at more meetings than specified in the Scope of Work.
- Inclusion of Improvement Areas or Zones in the CFD structure.
- Modifications to the Rate & Method of Apportionment following ROI.
- Work related to impacts and consequences of non-unanimous approval of the CFD (Landowner vote).
- Negotiations with other property owners or stakeholders.
- · Any expenses incurred because of Additional Work.

The proposed compensation amount assumes the formation of a typical CFD with a schedule between initiation of work and adoption of the Resolution of Formation that is no longer than six (6) months. If the tasks in the Scope of Services are not completed within six (6) months, at any point thereafter, DTA may request an increase in the maximum compensation if total hourly billings to-date exceed the proposed compensation level listed above.





Public Finance Public Private Partnerships Urban Economics Clean Energy Bonds

1302 Lincoln Avenue Suite 204 San Jose, CA 95125 Phone (800) 969-4382

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL

STAFF REPORT

DATE:

January 9, 2017

SUBJECT:

Authorization to purchase and install an iron/manganese

water treatment plant

Recommendation: It is recommended that the Council authorize the City Manager to acquire an iron/manganese treatment plant from ATEC in accordance with its attached proposal for a cost of \$155,750.

Background:

The Water Systems Supply Strategy calls for the addition of Wells 5&6. Incorporating these two wells into the system will address the problem of nitrates and reliability. However, initial testing suggests that a secondary water quality standard for iron and manganese may be exceeded with the introduction of these two new wells.

Out of an abundance of caution and to provide consumer confidence in the quality of the water supply, we are recommending the installation of an iron/manganese treatment plant which will be located on either the Well 5 or Well 6 site, but which will treat water from both wells.

Bracewell Engineering obtained several quotes from qualified vendors (see attached). We are recommending the <u>ATEC</u> system for the quoted price of \$ 151,750 to be provided for the following reasons:

- The price appears to be reasonable as the two lowest bidders are close.
- The ATEC firm is local and that is important for ongoing operation and maintenance support consideration is considered.
- While the Culligan proposal has a quicker delivery time but the advantage of having technical support close is an overriding consideration. The longer lead time can be absorbed within the total project time.

Fiscal Impact:

Well #5 is being developed as a "developer contribution" as part of the Copperridge subdivision, with credits against water connection fees. (Currently approximately \$380,000.) Well #6 is a City project with an approved budget of \$180,000. The recommended mid-year budget revises the budget to reflect the additional payment from Rancho Vista and the costs of acquiring the property and developing the well.

Because the total cost of the Water Systems Supply Strategy will be borne over two fiscal years, we have attached the attached analysis of sources and uses of funds. There are sufficient funds available to complete the project.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL STAFF REPORT

To:

The Honorable Mayor and City Council

From:

The City Attorney

RE:

Public Hearing to Remove Planning Commissioner from

Planning Commission

Date:

January 9, 2018

REQUEST:

It is requested that the City Council:

- 1. Hold a public hearing to consider the removal of John Hopper from the Planning Commission, allow Mr. Hopper to address the removal and take public comment; and,
- 2. Vote on whether to remove Mr. Hopper from the Planning Commission, with good cause.

BACKGROUND:

The City Council has set a hearing for January 16, 2018 to consider the removal of John Hopper from the Planning Commission. Planning Commissioners serve at the pleasure of the City Council and pursuant to Section 2-3-115 of the City Code "[a]ny regular member of the Commission may be removed with good cause or without cause by a vote of at least three (3) members of the Council and such action shall be final and not subject to review."

The Mayor sent the letter attached as Exhibit "A" to this Staff Report to Mr. Hopper to advise him that at the hearing the City Council is considering Mr. Hopper's removal from the Planning Commission for the following reasons:

Acting in excess of his authority as a Planning Commissioner.

Failing to comport himself in public in a manner which is deemed appropriate by the current City Council. This includes but is not limited to his appearance at an October 24, 2017 City Council meeting, where he appeared to be intoxicated.

At previous meetings of the City Council, various members of the Council and the public have spoken about some of their specific concerns regarding Mr. Hopper's service as a Planning Commissioner. Further, the City has received written communications from citizens questioning Mr. Hopper's ability to continue to serve the community as a Planning Commissioner. A record of public communications is attached as Exhibit "B" to this Staff Report and will become part of the record in this matter. It is within the discretion of the City Council as to whether to remove Mr. Hopper from his position as Planning Commissioner, if he is not serving at the City Council's pleasure and in a manner deemed appropriate.

City Council Members may make additional comments to show good cause for removal or may rest on the record which has been presented. At the hearing, Mr. Hopper will be given the due process rights to contest his removal and correct what he may consider to be an injury to his reputation. The Mayor and City Council will decide the amount of time to be given to Mr. Hopper to address the City Council. The public will have the right to make public comment on the agenda item and it will be returned to the City Council for a vote.

CONCLUSION:

If three City Council vote to remove Mr. Hopper from his capacity as Planning Commissioner because good cause is shown that he is not serving at the pleasure of the City Council, Mr. Hopper shall no longer serve the City as a Planning Commissioner. The removal is not subject to review.

Transcripts of Texts from Chairman Hopper:

Texts received from John Hopper Tuesday, October 31-

-10:12pm, Text #1-

"Talked to Dan. Think there is an Opportunity to discuss issue in closed Chambers. Also any issues regarding me. (Understand at least there members of Council in violation of Brown act have discussed my ADA issue). I'd really like to meet face to face Chris in closed session. I want to put you on notice that three Council members including you, Tony, jim and John have specifically discussed me as an issue: My read on this is that when I met with Jim West last week he said 'John you are anti development. You act like it's ur Planning Commission. We need to bring you down a notch. It's not your Planning Commission "FYI he was intoxicated."

-Text #2-

"So maybe he was speaking off the cuff,

He was making clear to me that I was anti development. He had made "every dollar he had made on development""

-Text #3-

"I do not want to engage the City in a lawsuit because of damages .

I was told today that somehow you have proof I was drinking prior to a City Council Meeting. Well if that's the day I called you after being summoned to a meeting by a local Business owner regarding my input as a Planning Commissioner that's true. The owner called me and discussed what he felt was a violation of the law. I left my home and met him. The news was troubling, which caused me to call you."

-Text #4-

"And yes. I think he bought me a beer."

-Text #5-

"If you review cmap it's obvious I was not intoxicated yet suffering from spams in my right neck."

Text received from John Hopper Tuesday, November 21st-

-10:35pm-

41.

"Hey Chris Very sorry but because of ur Statements tonight, despite your knowledge of my ADA and struggle with Cancer my Attorney feels I

1 1 -

need to Sue you personally. If this was not a Broader issue with the upcoming Grand Jury hearings I would not pursue this.

For some reason you decided to discuss my ADA issues Publicly. Without my input or ability to defend myself.

I'm amazed the City Attorney did not caution you.

My business depends upon my ability to serve my clients without a stain upon my Character.

You in ur Statements Publicly defamed me.

I'm sorry Chris. You got led down the wrong path. John"

His cell number is now blocked on my cell phone

From:

Christopher Martorana <chris@macaronimarketing.com>

Sent:

Wednesday, January 3, 2018 11:04 AM

To:

Deborah Mall; Trish Paetz

Subject:

Fwd: Requesting a vote of confidence

Per your request.

Begin forwarded message:

From: Heidi Balz

Subject: Requesting a vote of confidence Date: October 25, 2017 at 11:24:22 AM PDT

To: "councilmembermartorana@san-juan-bautista.ca.us"

<councilmembermartorana@san-juan-bautista.ca.us>, "john.freeman258@gmail.com"

<john.freeman258@gmail.com>, "councilmemberboch@san-juan-bautista.ca.us"

<councilmemberboch@san-juan-bautista.ca.us>, "CouncilmemberWest@san-juan-

bautista.ca.us" < CouncilmemberWest@san-juan-bautista.ca.us>

Cc: "citymanager@san-juan-bautista.ca.us" < citymanager@san-juan-bautista.ca.us >,

Anthony Botelho < bpfruit@garlic.com>

Reply-To: Heidi Balz

Mayor and City Councilmembers,

I believe the vote for the early adjournment of the City Council meeting halfway through the agenda; due to Dan DeVries and John Hopper intoxication, was the correct motion. It stopped any further humiliation and embarrassment for our community.

I hereby regret having to advise that I wish to raise a grievance against Dan DeVries and John Hopper and request of a vote of no confidence on them. This action is to be considered with regard to the following circumstances: On October 24, 2017 at the Council Meeting held at San Juan Bautista City Hall, Council Member Dan DeVries shows up late, with no excuse, no agenda, intoxicated, and confrontational and combative forward the interim City Manager Mr. Tewes. John Hopper was intoxicated and disruptive.

I'm seriously hoping that this situation can be addressed and corrected. Unfortunately, if there is no course of action from the Mayor and City Council, I feel that the community needs to file a citizens complaint to the grand jury against the city council.

I would be grateful if you could look into the above matter and reply at your earliest convenience.

Heidi Balz

From:

John Freeman

Sent:

Wednesday, January 3, 2018 12:08 PM

To:

Deborah Mall

Subject:

FW: John Hopper Comment 12/19 meeting

Hello Deborah, Below is another one.

John C Freeman

City Council Person of San Juan Bautista John.freeman258@gmail.com 831-236-7385

From: Trish Paetz [mailto:deputycityclerk@san-juan-bautista.ca.us]

Sent: Tuesday, December 19, 2017 2:48 PM

To: Chris Martorana <chris@macaronimarketing.com>; 'Dan DeVries' <djdv@Devrieslawgroup.net>; tonyamyboch@gmail.com; 'Jim West' <jwest@Graniterock.com>; 'John Freeman' <john.freeman258@gmail.com>

Subject: FW: John Hopper Comment 12/19 meeting

I will have copies at the dais for you.

From: Cara Vonk [mailton

Sent: Tuesday, December 19, 2017 11:34 AM

To: Trish Paetz < deputycityclerk@san-juan-bautista.ca.us>; Manager San Juan < citymanager@san-juan-bautista.ca.us>

Subject: John Hopper Comment 12/19 meeting

Trish: Please forward to City Council members and Planning Commission members before tonight's meeting please. I would like these comments to be made part of the record. Thank you,

Dear City Council Members:

I am a disinterested member of the public who attends many planning commission meetings. John Hopper has been an excellent Planning Commission Chair. He knows how to effectively and efficiently command the meetings, follow protocol, and give members of the public full opportunity to express their views. I was especially impressed with the way he handled the Copperleaf design review process. As you know, the layout of the project was deemed accepted by law. What was left was the design of the individual houses and landscape. The public was allowed to give its views. After the public hearing was closed, he was able to review the various points raised by the public for discussion among commission members before a vote was taken. Under his leadership the meetings are run professionally and issues are thoroughly vetted. I believe it would be a mistake to relieve John Hopper of his duties.

Last Friday I reviewed the meeting binder and could find no discussion of the reasons Mr. Hopper should be dismissed "with cause." I understand that he may have attended a Council meeting while inebriated. However, he would have attended as a member of the public and not in his official capacity as Planning Commission Chair. I do not know John Hopper personally and I have not discussed my opinion of his performance with him personally. My comments are based solely on what I have observed at the Planning Commission meetings.

Thank you -- Cara Vonk

From:

Christopher Martorana <chris@macaronimarketing.com>

Sent:

Wednesday, January 3, 2018 11:11 AM

To:

Deborah Mall; Trish Paetz

Subject:

Fwd: John Hopper

Per your request.

Begin forwarded message:

From: Heidi Balz

Subject: John Hopper

Date: November 10, 2017 at 11:23:42 AM PST

To: "councilmembermartorana@san-juan-bautista.ca.us"

<councilmembermartorana@san-juan-bautista.ca.us>, Christopher Martorana

<chris@macaronimarketing.com>

Reply-To: Heidi Balz ¶

Dear Mayor Martorana,

Since Dan DeVries publically apologized, I feel ambivalent toward John Hopper situation.

If my previous letter is the **only** reason for you to agenda the consideration of removal of John Hopper from the

Planning Commission for just cause, then I request that you reconsider and not pursue the removal of John Hopper

from the Planning Commission. Since there wasn't any intoxication test taken from either Dan DeVries or John Hopper

there isn't any legal proof they were intoxicated. I don't want the city to get into some lawsuit for slander or

over the brown act. I don't want to be the cause of serious conflict amongst the city councilmembers.

I also now realize that my opinion is probably the minority of the community.

I do believe both Dan and John want to serve with good intentions and for the betterment of the San Juan Bautista.

I just hope in the future they both take their positions more seriously and professionally.

I'm not going to push for John's removal of the Planning Commission. I think the city has more pressing issues then removing John from the his position at this time.

Sincerely

From:

Christopher Martorana <chris@macaronimarketing.com>

Sent:

Wednesday, January 3, 2018 11:12 AM

To:

Deborah Mall: Trish Paetz

Subject:

Fwd: Thank you

Per your request.

Begin forwarded message:

From: Brian Dutto

Subject: Thank you

Date: November 14, 2017 at 11:34:06 AM PST

To: "councilmembermartorana@san-juan-bautista.ca.us" <councilmembermartorana@san-juan-bautista.ca.us>

Mayor Martorana...

First off, thank you for your service. Having sat on unpaid board seats, I appreciate your time and commitment to our city.

Second, I think you, and Councilmen West and Boch, are not getting a fair hearing in reference to Councilman DeVries and John Hopper. Unfortunately, I am not impressed with the behavior of other council members, and Benitolink, in reference to officials showing up to council meetings late and drunk. They, and other vocal members of the community, continue to speak around the issue, using it as political cover for their agendas...which is offensive. I find it reprehensible that no one in town is calling this for what it is, and I would ask them how long any of us would last in our paid professional roles if we showed up to work late and intoxicated.

I just read the City is considering passing a marijuana ordinance, which may allow the sales/public use of marijuana in town. I am not in support of this issue, and would like to discuss with you further (at which point I will have read the ordinance).

Some people in the community are looking at this as a tourist draw, or a way to bring other sources of revenue. I have a different view.

We have a unique opportunity to become a small town tourist draw, and I can tell you from discussions with friends and acquaintances that there will be a loss of family revenue to areas that are highly saturated with marijuana. Some have argued there is a potential draw with marijuana tourism. I argue that no one will travel to SBC for marijuana when they can go to Las Vegas or other large cities that have casinos, bars, and other associated venues.

8

However, as an inverse, families will seek out areas that will not expose them or their children to marijuana, its odor and smoke. Regardless of the arguments, there is a big difference in the public consumption of marijuana versus alcohol in regard to marijuana smoke's imposition on non-smokers.

I would like a few minutes of your time (at your convenience) to discuss the matter further.

I can be reached at hone or text).

Thanks...Brian Dutton

From:

Christopher Martorana <chris@macaronimarketing.com>

Sent:

Wednesday, January 3, 2018 11:26 AM

To:

Deborah Mall; Trish Paetz

Subject:

Fwd: Mayors Attempt to Remove Me From Planning Commission

Per your request.

Begin forwarded message:

From: "John D. Hopper"

Subject: Mayors Attempt to Remove Me From Planning Commission

Date: December 12, 2017 at 9:42:19 PM PST

To: chris@macaronimarketing.com, Scitymanager@san-juan-

bautista.ca.us>, deb@wellingtonlaw.com

Greetings

I'm informed that the Mayor, despite my ADA issues, and without sufficient Cause will attempt to remove me for cause from the Planning Commission despite my actual performance at a future meeting.

I think this is most likely driven by the Mayor being contacted by my lawyers as part of discovery efforts for personal emails, cell calls and official city correspondence as part of my lawsuit against him personally.

It's also obvious that the recent Pro-Growth advocates have gained the Mayor's Support.

I caution once again, as my Attorney convened to the Mayor in his letter to the him, in our Personal Lawsuit that any further personal attacks upon my personal character as such would greatly aggravate and add to my damages. This is a Character and Libel Suit. The City is not Currently named.

However now drawing the City into my claim complicates the issue.

My Liberty Interest Hearing alone will obviously cost the City Thousands of Dollars and recovery of my Attorneys fees. And I would demand no less than a full Liberty Interest hearing.

As you know, almost a hundred people will show up in my support.

I also think that some of this is driven because I was among others that signed the very recent recall potion that is being organized to recall the Mayor and two others on the Council.

I'd be glad to meet with the Mayor and the City Attorney (Despite my Attorney's Advice) to avoid litigation against the Mayor and the City. My guess is this ADA issue alone will drive unfavorable press.

If it's simply the Mayors desire to meet with me and somehow sanction me I'm glad to have that meeting .

Obviously this is a personal issue as the Mayor allowed without, other intervention, for me to preside over the last Planning Commission Meeting. This is now a several month old obsession of the Mayor that he and our the Council can not base upon performance.

I've served this City for Many Years. Others recently elected are new comers.

If the City and Mayor have any desire to meet and confer on this issue in private please let me know.

John

Sent from my iPhone

Attys@WellingtonLaw.com

From:

Jim West <jwest@Graniterock.com>

Sent:

Wednesday, January 3, 2018 12:03 PM

To:

Attys@WellingtonLaw.com; tonyamyboch@gmail.com; 'Christopher Martorana'; 'Dan

DeVries'; 'John Freeman '

Cc:

citymanager@san-juan-bautista.ca.us; 'Trish Paetz'

Subject:

RE: Administrative Record for Hopper Hearing

One evening leading up to our "without cause" meeting on Mr. Hopper I received an onslaught of bizarre text's from Mr. Hopper—they went on for quite a while. I read the first two or three and then silenced my phone and deleted them all the next morning. I wish I'd saved them as Mr. Hopper was clearly under the influence of something.

From: Attys@WellingtonLaw.com [mailto:attys@wellingtonlaw.com]

Sent: Wednesday, January 03, 2018 10:56 AM

To: tonyamyboch@gmail.com; 'Christopher Martorana'; 'Dan DeVries'; 'John Freeman '; Jim West

Cc: citymanager@san-juan-bautista.ca.us; 'Trish Paetz' **Subject:** Administrative Record for Hopper Hearing

Mayor and Council Members,

Staff would like to create a record of all of the communications you have received in the last several months concerning John Hopper and his ability to serve as a Planning Commissioner. If you have received any e-mail, please forward that e-mail to the Deputy City Clerk and to me. If you have received hard copies of any communication, please make sure that staff has a copy prior to the City Council meeting on January 16th. Let me know if there are any questions. Deb

Deborah Mall Attorney-at-Law WELLINGTON LAW OFFICES 857 Cass Street, Suite D Monterey, CA 93940 (831)373-8733

From:

Christopher Martorana <chris@macaronimarketing.com>

Sent:

Wednesday, January 3, 2018 11:26 AM

To:

Deborah Mall; Trish Paetz

Subject:

Fwd: Mayors Attempt to Remove Me From Planning Commission

Per your request.

Begin forwarded message:

From: "John D. Hopper" 省

Subject: Mayors Attempt to Remove Me From Planning Commission

Date: December 12, 2017 at 9:42:19 PM PST

To: chris@macaronimarketing.com,

<citymanager@san-juan-</p>

bautista.ca.us>, deb@wellingtonlaw.com

Greetings

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It's also obvious that the recent Pro-Growth advocates have gained the Mayor's Support.

I caution once again, as my Attorney convened to the Mayor in his letter to the him, in our Personal Lawsuit that any further personal attacks upon my personal character as such would greatly aggravate and add to my damages. This is a Character and Libel Suit. The City is not Currently named.

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As you know, almost a hundred people will show up in my support.

I also think that some of this is driven because I was among others that signed the very recent recall potion that is being organized to recall the Mayor and two others on the Council.

I'd be glad to meet with the Mayor and the City Attorney (Despite my Attorney's Advice) to avoid litigation against the Mayor and the City. My guess is this ADA issue alone will drive unfavorable press.

Oct. 29, 2017

City San Juan Bautista Mayor Chris Martorana

San Juan Bautista City Council Members.. Tony Boch , John Freeman and Jim West

I ask you to do your duty and take action in giving a vote of no confidence to Dan DeVries.

DeVries's bad conduct and disrespect of the office of San Juan Bautista city councilmember that he was elected to is a disservice to the residents of San Juan Bautista. Do your duty and hold him accountable to the position he holds. He should not be allowed to serve or represent any city committees or do any decision making other than at a full and public council meeting where the public can hold him accountable.

In addition which anyone of you council members appointed John Hopper to the San Juan Bautista city planning commission should and must remove him. Hopper is over stepping his parameters and does not follow protocol. As a planning commissioner and chairman of the planning commission he requested and expects the interim city manager to inform him of city developments that should go through proper procedures and first to city council. Hopper is not the city's engineer, or the specific appointed representative of the city's projects, or the city's liaison to the Creek Bridge residents! Remove him quickly before the city ends up in a real mess or worse. Do your duty and raise expectations of the city officials. The residents of San Juan Bautista deserve to be represented by honorable people that respect their position. San Juan Bautista is already facing many obstacles and challenges it does not need incompetent and disruptive people in decision making roles. Remove John Hopper from the city's planning commission and initiate a no confidence vote for Dan DeVries. Do your duty and organize proper control of the San Juan Bautista city governance.

polde O flokes

Rachel Ponce

San Juan Bautista.Ca 95945