



City of San Juan Bautista

The "City of History"

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AGENDA

REGULAR CITY COUNCIL MEETING

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

TUESDAY – AUGUST 18, 2020

~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

DO NOT ATTEND THIS MEETING IN PERSON*

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ZOOM TUTORIAL - <https://www.youtube.com/watch?v=fMUxzrgZvZQ>

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**All residents to follow the Governor's Shelter in Place Order and the CDC Guidelines regarding preventative measures. We can all do our part to flatten the curve and prevent further spread of COVID-19.*

Written comments may be mailed to City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to deputycityclerk@san-juan-bautista.ca.us not later than 5:00 p.m., August 18, 2020, and will be read into the record during public comment on the item.

1. Call to Order
Pledge of Allegiance
Roll Call

6:00 PM

2. Public Comment

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. Adopt Ordinance 2020-03 Deleting the Current Section 2-3-110, in its Entirety and Adding a New Section 2-3-110 to the SJB Municipal Code Revising the "Qualifications-Appointment-Term" of Planning Commissioners (Second Reading)**

- C. Approve Resolution 2020-XX Accepting a Grant of \$188,596 to Develop an “Active Transportation and Community Connectivity Plan” and Authorize the City Manager to Execute a Contract with the State Department of Transportation to Implement the Plan
 - D. Approve Resolution 2020-XX Proclaiming and Reaffirming the Existence of a Local Emergency
 - E. Approve Resolution 2020-XX Confirming Executive Order 01-2020 Issued July 14, 2020, Making the State’s Guidance for the Use of Face Coverings to be Enforceable by Administrative Citation During this State of Emergency
 - F. Waive Reading of Ordinances and Resolutions on Tonight’s Agenda Beyond Title
4. Presentations, Informational Items and Reports
- A. Proclamations
 - i. National Health Center Week
 - ii. Agricultural Worker Health Day
 - B. Public Safety Power Shutoff (PSPS) Program Update Presentation by PG&E
 - C. Monthly Financial Statements
 - D. City Manager’s Report
 - E. Reports from City Council Appointees to Regional Organizations and Committees
5. Action Items
- A. Review Applications and Select Resident to Serve on Urban Growth Boundary Subcommittee
 - B. Approve Resolution 2020-XX Authorizing the City Manager to Execute a Professional Services Agreement with Applied Survey Research (ASR) to Conduct a Household Income Survey
 - C. Approve Resolution 2020-XX Agreeing to the Terms and Conditions Set Forth in the Administrative Order on Consent from the Environmental Protection Agency
 - D. Tenant and Utility Assistance Funding with Federal CDBG CARES Act Funds
 - i. Approve Resolution 2020-XX Agreeing to the Terms and Conditions Set Forth in the Memorandum of Understanding with the City of Hollister and San Benito County to Administer a Federally Funded Tenant and Utility Assistance Program for Its Low-Income Residents
 - ii. Approve Resolution 2020-XX Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2020 Community Development Block Grant Program - Coronavirus Response Round 1 (CDBG-CV1) NOFA Dated June 5, 2020
 - E. Approve an Agreement with Joni L. Janecki & Associates to Prepare Plans and Specifications for Franklin Circle Park
6. Discussion Items
- A. COVID-19
 - i. Update
 - ii. Enforcement Order
 - B. November 3, 2020 Election: Update of Candidates Running for Office in the City of San Juan Bautista – City Clerk

7. Comments

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

8. Adjournment

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.

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 13th DAY OF AUGUST 2020, 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 13th DAY OF AUGUST 2020.



TRISH PAETZ, DEPUTY CITY CLERK

CITY OF SAN JUAN BAUTISTA
CITY COUNCIL STAFF REPORT

To: The Honorable Mayor and Council Members
From: The City Attorney
RE: **SECOND READING OF AN ORDINANCE REVISING THE APPOINTMENT PROCESS
FOR PLANNING COMMISSIONERS**
Date: August 7, 2020

REQUEST:

It is requested that the City Council:

1. Give second reading to Ordinance No. 2020-03, to be read by title only, replacing the current Section 2-3-110, with a new Section 2-3-110, which revises the appointment process for Planning Commissioners.

BACKGROUND

In spring of 2018, the City Council revised the Municipal Code to allow the City Council, as a whole, to interview and appoint Planning Commissioners. Prior to that, the Municipal Code contained a complicated process by which each member of the City Council appointed one member to the Planning Commission. The current City Council attempted to implement the Planning Commissioner selection process at a Public Meeting. It was cumbersome to try and interview and vote on multiple candidates at a Public Meeting and resulted in allegations that the process was not fair.

The City Attorney advised that many city councils appointed members of commissions or committees through an ad hoc subcommittee, to be appointed annually by the city council to review resumes and applications and conduct interviews without having to adhere to Brown Act restraints of public meetings. That is applications, interviews and personal opinions of candidates would not have to be made public. The City Council directed the City Attorney to come back with an ordinance which revised the process so that a subcommittee could make a recommendation to the City Council for Planning Commission appointments.

The Ordinance with the desired revision is attached as Exhibit "A." Some of the language remains the same, some was renumbered to improve the flow and the new language is principally in sub-paragraphs (D) and (E).

ENVIRONMENTAL REVIEW

The approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") because pursuant to CEQA Guidelines Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); and, 15060 (c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the approval of this ordinance is not a "Project" under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

CONCLUSION:

Staff recommends that the City Council provide a second reading and vote to adopt Ordinance 2020-03, which revises and simplifies the appointment process for Planning Commissioners. The ordinance will become effective thirty (30) days after the second reading.

EXHIBIT "A"

ORDINANCE NO. 2020-03

**ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SAN JUAN BAUTISTA DELETING THE CURRENT SECTION 2-3-110, IN ITS
ENTIRETY AND ADDING A NEW SECTION 2-3-110 TO THE SAN JUAN BAUTISTA
MUNICIPAL CODE REVISING THE "QUALIFICATIONS-APPOINTMENT- TERM" OF
PLANNING COMMISSIONERS**

-o0o-

WHEREAS, the City Council asked the City Attorney to provide the City Council with an Ordinance to change the process for appointment of members to the Planning Commission so that an ad hoc subcommittee reviewed applications and resumes, interviewed candidates and made a recommendation to the City Council for Planning Commission members.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN
BAUTISTA HEREBY ORDAINS AS FOLLOWS:**

SECTION 1. Section 2-3-110 is deleted in its entirety and is replaced with a new Section 2-3 -110, which is hereby added to the San Juan Bautista Municipal Code, to read as follows:

2-3-110 Qualifications – Appointment- Term.

(A) Members of the Planning Commission shall be residents and registered voters of the City of San Juan Bautista and shall not be officers or management-level employees of the City at the time of their appointment and continuously during their terms of office. A Commissioner who has moved residence from the City shall be considered to have resigned from the Commission office.

(B) Planning Commission member's terms shall be four (4) years, which terms shall be staggered.

(C) Any vacancy in the Planning Commission from whatever cause arising, including expiration of term, shall be filled by appointment by the Council. Upon a vacancy occurring, leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term.

(D) When there is a vacancy to be filled on the Planning Commission, except for a successful reappointment of a Planning Commission member for a successive, consecutive term as defined in Paragraph (E), the City Council shall appoint an ad hoc subcommittee of two members to receive applications and/or resumes, select qualified candidates for interviews, conduct interviews and make a brief report with a recommendation to the City Council. The City Council shall consider and vote on the recommendation and shall appoint the applicant who receives a majority of votes, to the Planning Commission. If an applicant does not receive a majority of votes, the ad hoc subcommittee shall select a new candidate and present that candidate to the City Council at the following meeting.

(E) The City Council may, upon expiration of the Planning Commission member's term, reappoint a Planning Commission member for a successive, consecutive term, without requiring an ad hoc subcommittee to conduct interviews and make a recommendation. If the Planning

Commissioner, whose term has expired, is not reappointed, the Council may direct the ad hoc subcommittee to review credentials and interview that Planning Commissioner, or to also consider other candidates for appointment to the City Council, as set forth in Paragraph (B).

SECTION 2. Severability. The City Council declares that each section, subsection, paragraph, subparagraph, sentence, clause and phrase of this ordinance is severable and independent of every other section, subsection, paragraph, subparagraph, sentence, clause, and phrase of this ordinance. If any section, subsection, paragraph, subparagraph, sentence, clause or phrase of this ordinance is held invalid, the City Council declares that it would have adopted the remaining provisions of this ordinance irrespective of the portion held invalid, and further declares its express intent that the remaining portions of this ordinance should remain in effect after the invalid portion has been eliminated.

SECTION 3. Environmental assessment. The City Council declares that the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") because pursuant to CEQA Guidelines Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); and, 15060 (c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the approval of this ordinance is not a "Project" under CEQA Regulation Section 15061(b)(3) because it has no potential for causing a significant effect on the environment.

SECTION 4. Effective date. This ordinance shall go into effect thirty days after the date of its adoption.

THE FOREGOING ORDINANCE was first read at a regular meeting of the San Juan Bautista City Council on the 16th day of June, 2020, and was adopted at a regular meeting of the San Juan Bautista City Council on the 18th day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Vazquez Edge, Mayor

ATTEST:

Laura Cent, City Clerk

APPROVED AS TO FORM:

Deborah Mall, City Attorney



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: **ACCEPTANCE OF A CAL TRANS GRANT TO DEVELOP
THE CITY'S ACTIVE TRANSPORTATION AND
COMMUNITY CONNECTIVITY PLAN**

DATE: August 18, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

Recommendation:

That the City Council adopt a resolution and accept the State Department of Transportation (CAL TRANS) Sustainable Transportation Planning Grant in the amount of \$188,596 (with a match of \$24,435) to develop the San Juan Bautista Active Transportation and Community Connectivity Plan and authorize the City Manager to execute the Agreement and other required documents necessary to develop the Plan.

Background:

The Strategic Plan Committee was established in 2013 to develop a new General Plan for the City that was adopted in 2016. In 2018, the City Council appointed a Parks Master Plan Task Force, that became the work of the Strategic Plan's "Arts, Recreation, Culture and Wellness Subcommittee." The General Plan's Open Space Element, Section 11, calls for consideration of connectivity between its many historic and recreational assets, and to connect the De Anza Trail to the City. The Implementation Matrix in Section 18 of the General Plan calls out the need for "complete streets," and a bike and pedestrian trail system. After more than a year's work, in the late summer of 2019, the draft Parks Master Plan was presented to the City Manager. It includes among other things, the recommendation of bike/De Anza Trail plan, and Cultural Walking Tour.

Discussion

About that time, the City received an inquiry from a non-profit known as the Local Government Commission ("LGC"). They were asking if the City had a good project to consider for the Cal Trans Sustainable Cities grant. Active Transportation Plans are an integral part of every cities' "Transportation Element" of the General Plan. Having an ATP makes accessing funding to build it much easier. Every year the State is announcing notice of availability for ATP funds from SB1 and Gas Tax programs. The Strategic Plan Committee's work on the Park's Master Plan was an indication that San Juan Bautista does have a good project in mind.

Quickly, the City joined the Local Government Commission, and worked with their staff to complete the Cal Trans application. The application was submitted to Cal Trans October 8, 2019, with the ten attached letters of support. Also attached is the grant narrative.

This grant is based on community engagement and feedback. This is the strength of the Local Government Commission. They have been conducting design charrettes around complete streets and active transportation for more than a decade. The Strategic Plan Committee added the need for local cultural "flavor." A guided path connecting its history, school, parks and amenities. A complicated path to build crossing public and privately held lands, the Mission, the school district and Cal Trans itself. In the prior year, Cal Trans awarded the SB COG with the similar grant. They are studying the State Highway 156 Corridor starting at the Alameda and to the south, considering its re-purpose after the by-pass is built between the City and Hollister. The City's SB1 grant of \$160,000 is also related and it is scheduled to start soon. It studies The Alameda Corridor between the De Anza Trail and the State Highway 156. Working with Cal Trans, the COG and HCD will be critical; but most of all, working with the community and connecting everyone to this common purpose is the real benefit of this project.

In July, the City was notified by Cal Trans that it had been awarded the Sustainable Cities Grant. A kick-off meeting occurred in July, and most of the critical details were taken care of. All that is needed now is to have the resolution approved that includes the grant's title, and the governing board's delegation of authority (the title and position of that individual), authorized to execute the Agreement. The program will begin before the first of the year (2021).

Fiscal Impact

This Grant requires a local match of 11.47% that can be from in-kind staff support. Staff indicated in the application that the staff support would be paid from the General Fund in the amount of \$24,435. This Plan when completed will be used to leverage State active transportation (ATP) funds.

Attachments:

1. Resolution
2. Letters of Support
3. Grant Narrative

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA ACCEPTING A GRANT OF \$188,596 TO DEVELOP “THE SAN JUAN BAUTISTA ACTIVE TRANSPORTATION AND COMMUNITY CONNECTIVITY PLAN” AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE STATE DEPARTMENT OF TRANSPORTATION (“CAL TRANS”) TO IMPLEMENT THE PLAN

WHEREAS, the City Council of the City of San Juan Bautista, California, established the Strategic Plan Committee in 2013 to create and to implement its General Plan adopted in 2016; and

WHEREAS, the Section 18 of the General Plan is titled “Strategic Plan,” and as an Appendix to this Section, an “Implementation Matrix” is provided that outlines various specific objectives and tasks tied to the policies of the General Plan; and

WHEREAS, the General Plan includes an “Open Space Element,” in its Section 11, and within that Element there exists the basis for the “Matrix” to include developing a bicycle plan, pedestrian network and “Complete Streets” to improve the City’s multi-modal connectivity, and walkability (an Active Transportation Plan”); and

WHEREAS, in early 2018, the City Council formed a Parks Master Plan Task Force, that evolved to become a sub-committee of the Strategic Plan Committee known as the “Arts, Recreation, Culture, and Wellness Sub-committee;” and

WHEREAS, in September 2019, the Sub-Committee submitted a draft Parks Master Plan to the City Manager that includes concept of a San Juan Bautista Bike Trail/De Anza Trail, and the idea of a “San Juan Bautista Cultural Walking Tour;” and

WHEREAS, these Active Transportation Plan ideas from the Strategic Plan Committee were turned into a California Department of Transportation “Sustainable Transportation Planning Grant Program” application and submitted to the State October 20th, 2019; and

WHEREAS, in July of this year, Cal-Trans notified the City that it has been awarded a \$188,596 grant with a required \$24,435 match for a total amount of \$213,031 to complete the San Juan Bautista Active Transportation and Community Connectivity Plan; and

WHEREAS, the City must submit a Resolution to the State by August 21, 2020, that includes the grant’s name in its title from its governing body, the City Council, authorizing the City Manager to execute the contract with Caltrans and initiate the transportation planning processes.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

SECTION 2. The City Council of the City of San Juan Bautista, hereby accepts the Sustainable Transportation Planning Grant from CAL TRANS in the amount of \$188,596, and agrees to provide the match requirement of \$24,435 from other local sources, to develop the San Juan Bautista Active Transportation and Connectivity Plan.

SECTION 3. The City Council hereby authorizes its City Manager to execute the CAL TRANS Agreement to receive these grant funds, and execute other documents and agreements as needed to implement the full intention of this grant program.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Vazquez Edge, Mayor

ATTESTED:

Laura Cent, City Clerk

RESOLUTION 2020-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA,
COUNTY OF SAN BENITO, STATE OF CALIFORNIA, PROCLAIMING AND REAFFIRMING
THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, the San Juan Bautista Municipal Code Section 5-33-040 empowers the City Council to proclaim the existence or threatened existence of a local emergency when said City is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven days; and

WHEREAS, the San Juan Bautista City Council has been requested by the Director of Emergency Services (City Manager) of the City of San Juan Bautista to proclaim and reaffirm the existence of a local emergency therein; and

WHEREAS, conditions of disaster or extreme peril to the safety of persons and property have arisen within the City caused by a pandemic commencing on or about 8:00 a.m. on the 13th day of March, 2020, at which time the City Council of the City of San Juan Bautista was not in session; and

WHEREAS, said City Council does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the City of San Juan Bautista on the 13th day of March, 2020; and

IT IS FURTHER PROCLAIMED, REAFFIRMED AND ORDERED that during the existence of said local emergency, organization of this City shall be prescribed by law, by Ordinances and Resolutions of the City, and approved by the City Council; and

IT IS FURTHER PROCLAIMED AND ORDERED that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of San Juan Bautista, State of California.

Dated this 18th day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary V. Edge, Mayor

ATTEST:

Laura Cent, City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: **CONFIRMING EXECUTIVE ORDER 01-2020 ISSUED JULY 14, 2020, MAKING THE STATE'S GUIDANCE FOR THE USE OF FACE COVERINGS ENFORCEABLE BY ADMINISTRATIVE CITATION DURING THIS STATE OF EMERGENCY**

DATE: August 18, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

Recommendation:

It is recommended that the City Council adopt a resolution and confirming executive order 01-2020 issued July 14, 2020, making the State's guidance for the use of face coverings enforceable by administrative citation during this state of emergency.

Background:

The City has struggled without the correct tools to enforce safety measures during this state of emergency. Many other jurisdictions have had the same problem. On July 14, the City Manager acting as the Director of Emergency Services, executed his first Executive Order allowing the State's face converging guidance to be enforced administratively by the City's code enforcement officer. This matter was reviewed by the City Council at subsequent meetings, but not "confirmed."

Code Section 05-33-040 (D) 1 provides for the use of executive orders that allow the City to act quickly and adopt policies when needed in the best interest of the community's safety during this emergency. But these policies must be confirmed by the City Council at the next practical opportunity.

Discussion

The City has always conducted an "education first policy" when it comes to enforcement of most City Codes. But in a state of emergency where the safety of the whole community is at risk, the routine practice of writing three warning letters and then issuing a citation is not practical and not effective to stem the tide of this contagious disease. Following other cities including the City of Salinas, the City Manager adopted the attached Executive Order 01-2020 and is now presenting it

to the City Council for confirmation. The City's action July 14, is joined by heightened enforcement by the State Cal OSHA and ABC so by working together, we are making the City a safer place to live and visit.

Fiscal Impact

As of the date of this report, no fines have been issued by the Code Enforcement Officer.

Attachments:

1. Resolution
2. Executive Order 01.2020
3. State Guidance from the CDPH, June 18, 2020

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA CONFIRMING EXECUTIVE ORDER 01-2020 ISSUED JULY 14, 2020, MAKING THE STATE'S GUIDANCE FOR THE USE OF FACE COVERINGS TO BE ENFORCEABLE BY ADMINISTRATIVE CITATION DURING THIS STATE OF EMERGENCY

WHEREAS, City Code Section 5-33 "Emergency Organization and Functions" Sub Sections 010-090 define the role of the City Manager acting as the Director of Emergency Services after declaring a State of Emergency, and

WHEREAS, on March 17, 2020, the City Council adopted Resolution 2020-10 declaring established a state of emergency due to the pandemic, and has met several times since the taking this action to reconfirm the existence of an emergency in the City and it continues to this day and into the undetermined future; and

WHEREAS, on May 3rd, the County allowed its shelter in place health order expire, placing the State in control of the guidance and requirements to be followed to preserve the safety and welfare of its citizens; and

WHEREAS, City Code 5-33-040 defines the powers of the Director of Emergency Services, and Subsection 5-33-040 (C) develop plans and manage the emergency activities of this city; and

WHEREAS, City Code 5-33-040 (G) 1 states that the Director is "hereby empowered to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency, provided however, such rules and regulations must be confirmed at the earliest practicable time by the City Council; and

WHEREAS, on July 14, the Director of Emergency Service issued the attached Executive Order 01-2020, making the State's guidance for the wearing of face coverings enforceable as a local law by administrative penalty, (consistent with Code Section 2-7), establishing fines applicable only to this action, and only during this State of Emergency,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

SECTION 2. The City Council of the City of San Juan Bautista, hereby confirms the need for the attached Executive Order 01-2020, executed July 14, 2020, that provides for City enforcement of the State's guidance to wear face covering during the continued State of Emergency in the City.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Vazquez Edge, Mayor

ATTESTED:

Laura Cent, City Clerk



SAN JUAN BAUTISTA

The City of History

**ORDER OF THE DIRECTOR OF EMERGENCY
SERVICES OF THE CITY OF SAN JUAN BAUTISTA –
EXECUTIVE ORDER NO. 01-2020**

**ADOPTION OF THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH'S
GUIDANCE FOR THE USE OF FACE COVERINGS TO BE ENFORCEABLE
BY ADMINISTRATIVE CITATION WITHIN THE CITY OF SAN JUAN
BAUTISTA**

WHEREAS, on March 17, 2020, the San Juan Bautista City Council declared the existence of a local emergency (Resolution No. 2020 - 10) for the protection of persons and property within the city caused by the spread of a severe acute respiratory illness caused by a novel (new) coronavirus named "SARS-CoV-2" (coronavirus disease 2019, abbreviated "COVID-19"); and

WHEREAS, Resolution No. 2020-10 , consistent with Government Code section 8634, vested authority in the Director of Emergency Services (City Manager) to issue and to enforce orders and regulations to mitigate the effects of the local emergency on and as necessary for the protection of life and property during the local emergency; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering all individuals in the State of California to stay home or at their place of residence, except as outlined by the California Department of Public Health, during the COVID-19 pandemic for the preservation of public health and safety throughout California. Executive Order N-33-20 requires all Californians to heed the state public health directives; and

WHEREAS, the County and the State have issued orders relaxing restrictions and allowing restaurants, retail, and other businesses to reopen, with modifications and pursuant to COVID-19 Industry Guidance issued by the California Department of Public Health; and

WHEREAS, on July 8, 2020, the California Department of Public Health placed San Benito County on the COVID-19 County Data Monitoring Project watch list in response to elevated disease transmission as indicated by the San Benito County exceeding the state's 14-day case threshold of 100 cases per 100,000 residents and by exceeding the State's threshold for percent change in 3-day average COVID-19 hospitalizations; and

WHEREAS, due to San Benito County's placement on the watch list, on July 6, 2020, the State's Governor indicated that the state has ordered San Benito County to close bars (all operations except those permitted when serving beverages with food, outdoors, as permitted by the State Alcohol and Beverage Commission) and indoor operations for the following sectors: restaurants, wineries, movie theaters, zoos, museums, and card rooms and on Monday July 13, 2020, these restrictions were expanded to include other personal service industries; and

WHEREAS, on June 18, 2020, the California Department of Public Health (CDPH) released Guidance For the Use of Face Coverings (Guidance), which was updated on June 29, 2020. According to the CDPH Guidance, "...we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing"; and

WHEREAS, "The CDC, CDPH, and SBHP now believe that wearing a face covering, when combined with physical distancing of at least six (6) feet and frequent hand washing, may reduce the risk of transmitting coronavirus when in public...by reducing

the spread of respiratory droplets.”; and

WHEREAS, under California law, the state public health officer’s orders are enforceable by local police agencies, and people who fail to comply may be charged with a misdemeanor; and

WHEREAS, the number of infected persons in San Benito County continues to rise, and having a high number of people in public without wearing a face covering seriously impedes community efforts to stem the local transmission of COVID-19; and

WHEREAS, the intent of this Emergency Order is to provide a tool, in addition to education, to compel compliance with the Guidance by authorizing enforcement of the Guidance through the issuance of administrative citations pursuant to Article 5 of Chapter 1 of the Salinas Municipal Code.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT

1. The recitals set forth above are incorporated herein as if fully set forth, are true and correct, and are adopted as findings in support of this Executive Order.

2. The CDPH Guidelines and exemptions, attached hereto as Attachment A, and as may be amended from time to time, is hereby expressly acknowledged and declared to be enforceable within the City of San Juan Bautista as if directly enacted by the City pursuant to San Juan Bautista Municipal Code section 2-7.

3. Enforcement. Any person, as that term is defined in San Juan Bautista Municipal Code section 2-7-120, who violates the Guidance is in violation of this Order and is subject to administrative citations under 2-7 of the San Juan Bautista Municipal Code. The fine amount for the first violation of this Order is \$100, with subsequent violations being \$500 and \$1,000.

4. This Executive Order shall be liberally construed to provide the best possible protection for the citizens of the City.

5. If any provision of this Executive Order or the application thereof to any person or circumstance is held to be invalid, the remainder of the Executive Order, including the application of such part or provision to other persons or circumstances, shall not be

affected and shall continue in full force and effect. To this end, the provisions of this Executive Order are severable.

6. This Executive Order shall become effective immediately, subject to ratification as soon as practicable by the Salinas City Council.

ADOPTED this 14h day of July 2020.

Don Reynolds, City Manager

Date

Director of Emergency Services

ATTEST:

Laura Cent, City Clerk

D

ate Approved as to Form:

Deborah Mall, City Attorney

Date

Attachment A- CDPH Guidance for the Use of Face Coverings, June 18, 2020



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

Released June 18, 2020

- Revised on June 29, 2020 to clarify that children under two years old are exempt from wearing face coverings due to risk of suffocation

GUIDANCE FOR THE USE OF FACE COVERINGS

Because of our collective actions, California has limited the spread of COVID-19 and associated hospitalizations and deaths in our state. Still, the risk for COVID-19 remains and the increasing number of Californians who are leaving their homes for work and other needs, increases the risk for COVID-19 exposure and infection.

Over the last four months, we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing.

This document updates existing [CDPH guidance](#) for the use of cloth face coverings by the general public when outside the home. It mandates that face coverings be worn state-wide in the circumstances and with the exceptions outlined below. It does not substitute for existing guidance about social distancing and handwashing.

Guidance

People in California must wear face coverings when they are in the high-risk situations listed below:

- Inside of, or in line to enter, any indoor public space;¹
- Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;²
- Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

¹ Unless exempted by state guidelines for specific public settings

² Unless directed otherwise by an employee or healthcare provider



- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
- While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

The following individuals are exempt from wearing a face covering:

- Persons younger than two years old. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.

- Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Background

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How well do cloth face coverings work to prevent spread of COVID-19?

There is scientific evidence to suggest that use of cloth face coverings by the public during a pandemic could help reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19 but feels well. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill, but they may be helpful when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings when in public places, particularly when those locations are indoors or in other areas where physical distancing is not possible

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric

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

PROCLAMATION

National Health Center Week, 2020

WHEREAS, for over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's underserved communities, delivering value to, and having a significant impact on America's health care system.

WHEREAS, Community Health Centers are a critical element of the health system, serving both rural and urban communities, and often providing the only accessible and dependable source of primary care in their communities. Nationwide, Community Health Centers serve one in every five residents of rural areas.

WHEREAS, Community Health Centers serve as beacons of essential resources and support in testing and treatment in the face of the global coronavirus pandemic, and will continue to offer reliable, affordable, high-quality care against COVID-19 for America's most vulnerable and underserved communities.

WHEREAS, every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities.

WHEREAS, Community Health Centers nationally employ more than 236,000 people, including physicians, nurse practitioners, physician assistants, and certified nurse midwives who work as part of multi-disciplinary clinical teams designed to treat the whole patient.

WHEREAS, the Community Health Center model continues to prove an effective means of overcoming barriers to healthcare access, including geography, income and insurance status - improving health care outcomes and reducing health care system costs.

WHEREAS, Community Health Centers are on the front lines of emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters.

WHEREAS, National Health Center Week offers the opportunity to celebrate America's over 1,400 health center organizations with over 12,000 service delivery sites, their dedicated staff, board members, patients and all those responsible for their continued success and growth since the first health centers opened their doors more than 50 years ago.

NOW, THEREFORE, the City Council of the City of San Juan Bautista, hereby proclaims August 9th – 15th as National Health Center Week, and encourage all Americans to take part by visiting their Health Center and celebrating the important partnership between America's Community Health Centers and the communities they serve.

Mayor Mary V. Edge

PROCLAMATION

AGRICULTURAL WORKER HEALTH DAY

WHEREAS, an estimated 3 to 5 million migrant and seasonal farmworkers are employed in the nation's multi-billion dollar agricultural industry and whose back-breaking labor makes possible the production and harvest of many crops. Thanks goes to those who have worked at the frontlines during the COVID-19 Pandemic; and

WHEREAS, agriculture ranks among the most dangerous occupations, subjecting workers to health and occupational risk, yet migrant and seasonal farmworkers, by virtue of their work and economically-disadvantaged status, confront significant barriers to accessing doctors and needed health services; and

WHEREAS, the Migrant Health Program enacted in 1962 planted the seed that has enabled communities to establish Migrant Health Centers, which today serve more than a million migrant seasonal farmworkers and their families, and

WHEREAS, Migrant Health Centers have evolved into strong models of primary care practice addressing the complex needs of a vulnerable population while demonstrating the value of outreach, patient education, and linguistically and culturally competent care to promote better health and ensure healthy communities, and

WHEREAS, studies have confirmed that Migrant Health Centers deliver comprehensive, high-quality and cost-effective preventive and primary health care services in addition to lifting the barriers of health care and reducing health disparities.

NOW, THEREFORE, the City Council of the City of San Juan Bautista, hereby proclaims the 11th of August 2020, as "Agricultural Worker Health Day" in the City of San Juan Bautista.

Mayor Mary V. Edge



Public Safety Power Shutoff Preparedness Resources

[LEARN MORE](#)

Dear Valued Customer:

We want you to know about resources that can help you prepare for a Public Safety Power Shutoff (PSPS).

Can PG&E reach you in case of an emergency?

If we have to turn off your power for safety we will send notifications to the contact information we have on file. Update your contact information at

Do you know where to go for PSPS updates?

If you receive a PSPS alert, visit [pge.com/pspsupdates](https://www.pge.com/pspsupdates) to find out:

- If your address will be impacted
- When power will be restored
- What other communities may be impacted
- Locations of Community Resource Centers (CRCs) where you can get water and snacks, charge your devices and receive up-to-date information

Do you want more information about wildfire safety?

Learn more about our Community Wildfire Safety Program (CWSP) and view a webinar for your community at [pge.com/wildfiresafety](https://www.pge.com/wildfiresafety).

Additional Resources

Track the Weather

Real-time weather information, including a 7-day PSPS lookahead.
[pge.com/weather](https://www.pge.com/weather)

Find Backup Power Options

Options, safety tips, financing and retailer information.
[pge.com/backuppower](https://www.pge.com/backuppower)

Find Support for Emergency Planning

Information about wildfire risks and emergency preparedness.

[safetyactioncenter.pge.com](https://www.pge.com/safetyactioncenter)

Sign Up for ZIP Code Notifications

Sign up for PSPS notifications without a PG&E account or for additional locations. [pge.com/pspszipcodealerts](https://www.pge.com/pspzipcodealerts)

Wildfire Safety Efforts

Learn more about wildfire prevention, preparedness and support.

[pge.com/wildfiresafety](https://www.pge.com/wildfiresafety)

Sincerely,

PG&E Community Wildfire Safety Team

If you need further assistance to understand this important message, please call [1-866-743-6589](tel:1-866-743-6589).

Si necesita ayuda en español para entender este importante mensaje de seguridad, sírvase llamar al [1-866-743-6589](tel:1-866-743-6589).

如果您需要中文協助以瞭解此重要訊息，請致電 [1-866-743-6589](tel:1-866-743-6589)。

Nếu quý vị cần giúp đỡ bằng tiếng Việt để hiểu thông báo quan trọng về an toàn này, vui lòng gọi [1-866-743-6589](tel:1-866-743-6589).

이 중요한 메시지에 대한 추가 지원이 필요하시면 [1-866-743-6589](tel:1-866-743-6589) 로 전화 하십시오.

Para tulong sa Tagalog, mangyari lamang na tumawag sa [1-866-743-6589](tel:1-866-743-6589).

Для получения помощи на русском языке, пожалуйста, позвоните по телефону: [1-866-743-6589](tel:1-866-743-6589).

[pge.com](https://www.pge.com) | [Privacy](#) | [Disclosure](#)

For inquiries, please do not reply to this email. Submit feedback via [Contact Us](#).
"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation
77 Beale St. San Francisco, CA 94105

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City of San Juan Bautista
Revenues ~ Budget Vs. Actual
For the Year Ended June 30, 2020

Item #4C
City Council Meeting
August 18, 2020

REVENUES	FY19	FY20	Annual		YTD	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Difference</u>	<u>100%</u>	<u>Notes</u>
General Fund	1,677,900	1,679,472	1,854,841	(175,369)	91%	A
Special Revenue Funds:						
Capital Projects Fund	29,201	668,005	1,722,000	(1,053,995)	39%	C
Community Development	268,820	311,776	553,058	(241,282)	56%	B
COPS	158,189	135,318	100,000	35,318	135%	
Parking & Restroom Fd	30,921	19,306	32,200	(12,894)	60%	
Gas Tax Fund	75,171	89,220	53,851	35,369	166%	
Affordable Housing Fund	38,000	80,000	-	80,000		D
Valle Vista LLD	20,074	21,717	21,717	-	100%	
Rancho Vista CFD	-	92,744	92,744	-	100%	
Copperleaf CFD	-	34,390	34,390	-	100%	
Development Impact Fee Funds:						
Public/Civic Facility	58,718	85,536	25,000	60,536	342%	B
Library	78,991	115,067	33,000	82,067	349%	B
Storm Drain	69,424	2,602	80,000	(77,398)	3%	B
Park In-Lieu	12,839	1,309	10,000	(8,691)	13%	B
Public Safety	61,094	88,997	15,000	73,997	593%	B
Traffic	124,455	6,316	10,000	(3,684)	63%	B
Zone 1 TIMF	-	-	30,000	(30,000)	0%	B
Internal Service Funds:						
Blg Rehab. & Replace	55,500	38,000	38,000	-	100%	
Vehicle Replacement	60,000	60,000	60,000	-	100%	
Enterprise Funds:						
Water						
Operations	884,722	966,076	979,000	(12,924)	99%	
Capital	837,861	3,646	100,000	(96,354)	4%	C
Sewer						
Operations	932,431	1,023,225	1,010,600	12,625	101%	
Capital	456,831	517,106	600,000	(82,894)	86%	C
TOTAL Funds	4,253,242	4,360,356	7,455,401	3,095,045	58%	

A ~ Decrease in revenue over prior year is largely due to a decrease in transient occupancy and sales taxes.

B ~ These funds are developer derived and are recognized when received.

C ~ The timing of the projects and the related revenue does not always align with the year-to-date percentages.

D ~ At the time of budget this revenue was not anticipated.

City of San Juan Bautista
Expenditures ~ Budget Vs. Actual
For the Year Ended June 30, 2020

Item #4C
City Council Meeting
August 18, 2020

EXPENDITURES	FY19	FY20	Annual		YTD	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>100%</u>	<u>Note</u>
General Fund	1,257,012	1,553,245	1,740,248	(187,003)	89%	
Special Revenue Funds:						
Capital Projects Fund	452,049	401,981	1,763,000	(1,361,019)	23%	A
Community Development	562,172	658,939	553,058	105,881	119%	
COPS	100,000	100,000	100,000	-	100%	
Parking & Restroom Fd	18,620	5,867	15,000	(9,133)	39%	
Gas Tax Fund	85,235	16,151	53,851	(37,700)	30%	
Affordable Housing Fund	43,911	96,796	18,877	77,919	513%	B
Valle Vista LLD	17,296	22,167	26,717	(4,550)	83%	
Rancho Vista CFD	3,222	2,530	40,904	(38,374)	6%	D
Copperleaf CFD	413	2,530	21,523	(18,993)	12%	D
Development Impact Fee Funds						
Public/Civic Facility	-	33,000	33,000	-	100%	
Library	-	24,000	24,000	-	100%	
Storm Drain	3,000	196,000	196,000	-	100%	
Park In-Lieu	15,000	115,000	115,000	-	100%	
Public Safety	-	25,000	25,000	-	100%	
Traffic	18,000	109,000	109,000	-	100%	
Internal Service Funds:						
Blg Rehab. & Replace		20,000	20,000	-	100%	
Vehicle Replacement		11,890	11,890	-	100%	
Enterprise Funds:						
Water:						
Operations	595,062	735,746	738,921	3,175	100%	
Capital	396,289	359,856	349,979	(9,877)	103%	A
Sewer						
Operations	709,138	1,298,210	1,608,450	310,240	81%	C
Capital	546,306	55,822	638,979	583,157	9%	A
TOTAL Funds	3,565,713	4,290,485	8,203,397	3,912,912	52%	

Footnotes:

- A ~ Capital costs occur sporadically during the year, and do not always align with the to date percentages, or prior year amounts.
- B ~ Current year to date costs, which over budget, are offset from prior period impact funds received.
- C ~ Costs are higher than prior year due to Sludge removal costs in the current year.
- D ~ CFD costs anticipated at time of budget have yet to be incurred, but are expected by year end.

City of San Juan Bautista
Warrant Listing
As of July 31, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
101.000 - Union Bank			
101.001 - Operating Acct. 1948			
07/02/2020	213807	Akel Engineering Group, Inc.	-27,327.23
07/02/2020	213808	Dale Coke.	-3,000.00
07/02/2020	213809	Hollister Landscape Supply	-155.88
07/02/2020	213810	Monterey Bay Analytical Services	-661.50
07/02/2020	213811	Rx-Tek	-155.00
07/02/2020	213812	San Benito County Auditors Office	-6,627.68
07/02/2020	213813	San Juan Bautista Committee.	-5,000.00
07/09/2020	213814	3T Equipment Company Inc.	-277.75
07/09/2020	213815	4Leaf, Inc.	-240.00
07/09/2020	213816	Abbott's Pro Power	-46.70
07/09/2020	213817	AFLAC	-290.69
07/09/2020	213818	All Clear Water Services	-4,300.00
07/09/2020	213819	AMBAG	-874.00
07/09/2020	213820	Armando Venegas.	-224.99
07/09/2020	213821	at&t	-20.89
07/09/2020	213822	AVAYA	-501.32
07/09/2020	213823	Baker Supplies and Repairs	-32.78
07/09/2020	213824	Capitol Asset & Pavement Services, Inc.	-16,238.75
07/09/2020	213825	Charter Communications	-551.63
07/09/2020	213826	City Clerks Association of CA	-90.00
07/09/2020	213827	Citygate Associates, LLC	-4,255.99
07/09/2020	213828	CMAP	-333.33
07/09/2020	213829	CSG Consultants, Inc.	-51,090.00
07/09/2020	213830	David Medeiros.	-87.42
07/09/2020	213831	Design Line & Granger	-546.25
07/09/2020	213832	Don Chapin Company.	-327,615.10
07/09/2020	213833	FedEx	-150.06
07/09/2020	213834	First Alarm	-440.37
07/09/2020	213835	Harris & Associates	-650.00
07/09/2020	213836	Hollister Auto Parts, Inc.	-356.56
07/09/2020	213837	Hollister Landscape Supply	-220.67
07/09/2020	213838	Home Depot Credit Services	-380.69
07/09/2020	213839	ICMA Membership Renewals	-1,056.00
07/09/2020	213840	J.V. Orta's Rent A Fence	-225.00
07/09/2020	213841	Jardines, Inc.	-150.00
07/09/2020	213842	KBA Docusys	-361.17
07/09/2020	213843	Level 1 Private Security.	-8,160.00
07/09/2020	213844	Lizzette Turner.	-1,039.29
07/09/2020	213845	Monterey Bay Analytical Services	-6,504.60
07/09/2020	213846	Monterey County Health Department	-212.00
07/09/2020	213847	MuniBilling	-381.92
07/09/2020	213848	P G & E	-5,729.04
07/09/2020	213849	Pacific Crest Engineering Inc.	-461.25

City of San Juan Bautista
Warrant Listing
As of July 31, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
07/09/2020	213850	PARSAC	-58,682.00
07/09/2020	213851	Paul Champion	-60.00
07/09/2020	213852	Pet Waste Co	-263.55
07/09/2020	213853	Quadient Leasing USA, Inc.	-573.37
07/09/2020	213854	Ready Refresh	-220.58
07/09/2020	213855	Rx-Tek	-382.50
07/09/2020	213856	San Benito Engineering & Surveying, Inc.	-19.80
07/09/2020	213857	Sentry Alarm System	-912.00
07/09/2020	213858	Smith & Enright Landscaping	-1,465.04
07/09/2020	213859	Sprint	-779.34
07/09/2020	213860	State Compensation Insurance Fund	-2,782.80
07/09/2020	213861	True Value Hardware	-161.11
07/09/2020	213862	US Bank Equipment Finance	-249.61
07/09/2020	213863	Valley Welding	-500.00
07/09/2020	213864	Wendy L. Cumming, CPA	-2,827.50
07/09/2020	213865	Wright Bros. Industrial Supply	-10.22
07/09/2020	213866	at&t	-217.33
07/20/2020	213867	4Leaf, Inc.	-12,078.75
07/20/2020	213868	AFLAC	-290.69
07/20/2020	213869	Alex Valles.	-77.73
07/20/2020	213870	KBA Docusys	-418.85
07/20/2020	213871	Level 1 Private Security.	-4,633.50
07/20/2020	213872	Lizzette Turner.	-424.00
07/20/2020	213873	Monterey Bay Analytical Services	-1,338.30
07/20/2020	213874	Nova Property Management	-460.00
07/20/2020	213875	P G & E	-6,208.22
07/20/2020	213876	Paula Marie Terui.	-82.37
07/20/2020	213877	Pet Waste Co	-609.16
07/20/2020	213878	Petty Cash	-128.06
07/20/2020	213879	Ready Refresh	-108.35
07/20/2020	213880	San Benito County Auditors Office	-187.50
07/20/2020	213881	San Benito County Sheriff	-34,260.80
07/20/2020	213882	Sprint	-140.76
07/20/2020	213883	Staples	-1,391.31
07/20/2020	213884	Univar Solutions	-797.66
07/20/2020	213885	US Bank	-3,020.52
07/20/2020	213886	at&t	-79.75
07/20/2020	213887	att.com	-70.08
07/20/2020	213888	FedEx	-38.36
07/20/2020	213889	rrm design group	-892.50
07/20/2020	213890	US Bank Equipment Finance	-272.51
Total 101.001 - Operating Acct. 1948			-615,139.98
Total 101.000 - Union Bank			-615,139.98
TOTAL			-615,139.98

PUBLIC NOTICE

City Council Seeks Interested Person to Serve on the Urban Growth Boundary Subcommittee

“An urban growth boundary, or UGB, is a regional boundary, set in an attempt to control urban sprawl by, in its simplest form, mandating that the area inside the boundary be used for urban development and the area outside be preserved in its natural state or used for agriculture.” Wikipedia

The City Council for the City of San Juan Bautista has formed a committee to re-establish the City's Urban Growth Boundary and desires to include a member of the public.

Any resident of the City of San Juan Bautista interested in participating can obtain an application to serve on the committee by contacting either Deputy City Clerk Trish Paetz at deputycityclerk@san-juan-bautista.ca.us, or by calling 831-623-4661, extension 13, or Mayor Mary Edge at m.edge@san-juan-bautista.ca.us, or by calling 831-623-2582.

The matter will be addressed by the City Council on Tuesday, August 18, 2020 at 6:00 p.m. The meeting will be accessible by Zoom.

City of San Juan Bautista
311 Second Street
P.O. Box 1420
San Juan Bautista, CA 95045
(831) 623-4661



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: **HOUSEHOLD INCOME SURVEY AGREEMENT WITH
APPLIED SURVEY RESEARCH**

DATE: August 18, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

Recommendation:

It is recommended that the City Council adopt a resolution confirming the need to conduct a household income survey, and authorize the City Manager to execute the attached Agreement with Applied Survey Research to conduct this study.

Background:

On October 5, 2017, the State's Regional Water Quality Control Board's most recent Enforcement Policy became effective. This policy is a guide for the State's water purveyors to follow in the event they experience a violation of the Porter Cologne Water Control Act. The goal of the policy while ensuring that water quality remains safe and healthy at all times, is to be "fair, firm, consistent, and transparent," in its administration of enforcement policies.

To that end, a Publicly Owned Treatment Works, (or "POTW") ability to pay fines is taken seriously. Since the Great Recession of 2008, the City qualified for special consideration as a disadvantaged community, or "DAC." Between September 2018, and June 2019, the City invested close to \$600,000 to address issues at the WTP. But a "Compliance Order" was never executed so these investments were not credited against potential fines.

In June 2019, the City received an inspection from the EPA and the RWQCB of its Waste Water Treatment Plant, ("WTP"). The Interim City Manager reported to the City Council that the City may no longer qualify as a DAC, because its unemployment numbers have improved over the past several years from above 10% down to a 3.5%. Unemployment rates being above 10% are one of three possible criteria. The others include a high level of poverty, or having more than 50% of households earning below the median income. The Enforcement Policy includes provisions for minimum fines and that the City may have to pay fines, and improve the WTP.

Discussion

On February 25th, the City received a formal comprehensive study from the RWQCB that concludes that SJB is no longer eligible as a DAC, and gave the City a month to reply. The City found certain ambiguities in their analysis, including census data that requires an extrapolation of data rather than an interpretation of succinct data. Also, as a result of the pandemic, unemployment rose back to 12% in April, but fell below 10% in May and June. So the City sent a lengthy appeal and the RWQCB agreed to monitor the unemployment data to see if it rises again, and to allow the City to move forward with its own survey to collect household income data. In their reply they reiterated that they want the City to be able to resume its DAC status, so the fines can be used to help pay for a compliance project.

If the City's unemployment rates jumps up again over 10%, they will consider that fact and move ahead. Between April and June, the three-month average has been 9.7%. The data is released by the state in the middle of the month so July will be available soon. But in the mean-time, the City is looking for a more certain answer.

The City sent a Technical Assistance Request to the RWQCB seeking their help with the survey. They replied that because it does not appear that we are eligible as a DAC, they would be unable to help us. They wrote:

"I saw your note below regarding the Technical Assistance Funding Program. This program is in the State Water Board Division of Financial Assistance, which is part of our agency. My understanding is that the Technical Assistance is for disadvantaged households, which is what we are having trouble defining for your City so my guess is that your chances of getting funding through this program to demonstrate you are a disadvantaged community will be low but you can give them a call..." I emailed, called and left a message. If I hear from them, I will let the Council know.

The City also solicited a proposal from the Applied Survey Research in Watsonville. This non-profit has served the area well by conducting studies of this nature for decades. Most notably, they have conducted the difficult bi-annual homeless census for San Benito and Monterey Counties. Knowing the culture and population characteristics makes them uniquely qualified for this work.

The attached Resolution and Agreement includes ASR's proposal and resume. They are willing to assign their Vice President to our project and estimate that will take 5-weeks. The proposed methodology was approved by the RWQCB as long as they randomly survey the community and receive at least a 60% response. This is approximately 445 out 743 residential water clients. It will cost \$28,000 to conduct the study and the City has asked the RWQCB to pay for it if it verifies that the DAC status is valid.

This is a risk worth taking. When the City completed its Housing Element last year, more than half of the City's households were identified as renters. We also learned that the apartments rent for below market value. The percentage of homeowners on fixed income is also rather high. The likelihood of discovering that more than 50% of the residents earn less than the median income is fairly strong. And if we can demonstrate this to be true, we are in a position to find additional funding to pay for the compliance project.

This is the critical next step. We need to get into a compliance order with both the EPA and the RWQCB to resolve this water issue. The EPA's Administrative Order of Compliance is also on this agenda for consideration. It requires the City to select a compliance project before November 15, 2020, and to provide a financial plan for that work. Resolving the DAC status once and for all will lead to the establishment of financial plan.

The key to the current financial plan is remaining eligible for a USDA grant and loan. This application is underway and is due before the end of September.

Fiscal Impact

As of the date of this report, no response from the RWQCB has been received asking for help funding this study. There are sufficient reserves in both the Water and Wastewater Enterprise funds to pay the survey if necessary.

Attachments:

1. Resolution
2. Agreement and Proposal from ASR

**CITY OF SAN JUAN BAUTISTA
AGREEMENT FOR SAN JUNA BAUTISTA INCOME SURVEY SERVICES**

THIS AGREEMENT is made and entered into on this 19th day of August, 2020, by and between the City of San Juan Bautista, a California general law city, hereinafter referred to as the "City," and Applied Survey Research, a California 501C3 nonprofit corporation, hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor to:

Conduct a income survey of the City's households that includes a minimum of 60% of its residential water consumers, from a random sample, and provide an analysis of the outcome in the form of a report, that is acceptable as proof of income status for the State of California Regional Water Quality Control Board, as described in Exhibit A scope of work, page 9, hereinafter referred to as the "Project."

- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

For of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises contained herein, City and Contractor agree to the following terms and conditions:

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. With prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion.

(b) Contractor shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. Contractor shall provide corrective services without charge to the City for work which fails to meet these standards and which is reported to Contractor in writing within sixty days of discovery. Should Contractor fail or refuse to perform promptly its obligations under this Agreement, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.

(c) Contractor is responsible for making an independent evaluation and judgment of all relevant conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations and all other contingencies or considerations.

(e) City shall cooperate with Contractor and will furnish all information data, records and reports existing and available to City to enable Contractor to carry out work outlined in Exhibit "A." Contractor shall be entitled to reasonably rely on information, data, records and reports furnished by the City, however, the City makes no warranty as to the accuracy or completeness of any such information, data, records or reports available to it and provided to Contractor which were furnished to the City by a third party. Contractor shall have a duty to bring to the City's attention any deficiency or error it may discover in any information provided to the Contractor by the City or a third party.

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on October 31st, 2020, unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

(i) This Agreement has been approved by the City's Council or by the board, officer or employee authorized to give such approval; and

(ii) The office of the City Attorney has indicated in writing its approval of this Agreement as to form; and

(iii) This Agreement has been signed on behalf of Contractor by the person or persons authorized to bind the Contractor hereto; and.

(iv) This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the officer or employee authorized to enter into this Contract and is attested to by the San Juan Bautista City Clerk.

(b) Contractor shall commence work on the Project on or by Monday August 24th, 2020. This Agreement may be extended upon written agreement of both parties. Contractor may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed twenty eight thousand dollars (\$28,000), in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit A page 11 and incorporated herein by this reference.

(b) Invoice(s) in a format and on a schedule acceptable to the City shall be submitted to and be reviewed and verified by the Project Administrator (see Section 5(a)) and forwarded to the City's Finance Department for payment. City shall notify Contractor of exceptions or disputed items and their dollar value within fifteen days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty days after the invoice is submitted to the Finance Department.

(c) Contractor will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis. Contractor shall make available to the representative of City all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon 24-hour's notice for a period of four years from the date of final payment under this Agreement.

(d) Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the City to be necessary for the proper completion of the Project but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with a written mutually agreed upon addendum to this Agreement.

(e) Expenses not otherwise addressed in the Scope of Services or the Fee Schedule incurred by Contractor in performing services under this Agreement shall be reviewed and approved in advance by the Project Administrator (Section 5(a)), be charged at cost and reimbursed to Contractor.

(f) There shall be no charge for transportation within San Benito, Monterey, and Santa Cruz Counties required for the performance of the services under this Agreement; travel to other locations must be approved in writing and in advance by the City, mileage will be charged at the then current standard rate for business travel as set by the U.S. Internal Revenue Service for such approved travel.

4. Termination or Suspension.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default is effected by the City, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the Contractor at the time of termination may be adjusted to cover any additional costs to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend this Agreement at any time for its convenience upon not less than thirty days prior written notice to Contractor. Not later than the effective date of such termination or suspension, Contractor shall discontinue all affected work and deliver all work product and other documents, whether completed or in progress, to the City.

(d) If termination for default is affected by the Contractor or if termination for convenience is affected by the City, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

(a) City designates Don Reynolds, City Manager as its Project Administrator who shall have the authority to act for the City under this Agreement. The Project Administrator or his/her authorized representative shall represent the City in all matters pertaining to the work to be performed pursuant to this Agreement.

(b) Contractor designates Vice President Peter Connery, as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

(c) Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement. Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of services upon written request of City. Contractor has represented to City that certain key personnel will perform and coordinate the work under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of the City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are identified in Exhibit A page 5.

6. Delegation of Work.

(a) If Contractor utilizes any subcontractors, consultants, persons, employees or firms having applicable expertise to assist Contractor in performing the services under this Agreement, Contractor shall obtain City's prior written approval to such employment. Contractor's contract with any subcontractor shall contain a provision making the subcontract subject to all provisions of this Agreement. Contractor will be fully responsible and liable for the administration, completion, presentation, and quality of all work performed. If such persons are utilized, they shall be charged at cost. City reserves its right to employ other contractors in connection with this Project.

(b) The City is an intended beneficiary of any work performed by a subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

7. **Skill of Employees.** Contractor shall ensure that any employees or agents providing services under this Agreement possess the requisite skill, training and experience to properly perform such services.

8. **Confidential and Proprietary Information.** In the course of performing services under this Agreement Contractor may obtain, receive, and review confidential or proprietary documents, information or materials that are and shall remain the exclusive property of the City. Should Contractor undertake the work on behalf of other agencies, entities, firms or persons relating to the matters described in the Scope of Work, it is expressly agreed by Contractor that any such confidential or proprietary information or materials shall not be provided or disclosed in any manner to any of Contractor's other clients, or to any other third party, without the City's prior express written consent.

9. **Ownership of Data.** Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement. Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. **Conflict of Interest.**

(a) Contractor covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this

Agreement. Contractor shall represent the interest of the City in any discussion or negotiation with California Regional Water Quality Control Board and as such, may not accept compensation, commission or payment of any type from any such party or such party's agent.

(b) City understands and acknowledges that Contractor may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Contractor is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may result in a conflict of interest for purposes of this section.

(c) No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making accepting or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar function in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

11. Disclosure. Contractor may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

12. Non-Discrimination.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including COVID-19, HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

13. Indemnification.

(a) Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Contractor shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents ("Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents or subcontractors. Liabilities subject to the duties to defend and

indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8 as in effect at any given time), when the services to be provided under this Agreement by Contractor are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, the design professional shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then design professional's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(c) All obligations under this section are to be paid by Contractor as incurred by City. The provisions of this Section are not limited by the provisions of sections relating to insurance including provisions of any worker's compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Contractor from its separate and distinct obligation to defend the City. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, sub tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall immediately defend any Indemnified Party at Contractor's expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended.

(e) The review, acceptance or approval of the Contractor's work or work product by any Indemnified Party shall not affect, relieve or reduce the Contractor's

indemnification or defense obligations. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Contractor and shall survive the completion of the services or the termination of this Agreement or this Section.

14. Insurance.

(a) As a condition precedent to the effectiveness of this Agreement and without limiting Contractor's indemnification of the City, Contractor agrees to obtain and maintain in full force and effect at its own expense the insurance policies set forth in Exhibit "B" "Insurance" attached hereto and made a part hereof. Contractor shall furnish the City with original certificates of insurance, manually autographed in ink by a person authorized by that insurer to bind coverage on its behalf, along with copies of all required endorsements. All certificates and endorsements must be received and approved by the City before any work commences. All insurance policies shall be subject to approval by the City Attorney and Risk Manager as to form and content. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program. Contractor's insurance is not expected to respond to claims that may arise from the acts or omissions of the City.

(b) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required herein by giving Contractor ninety days advance written notice of such change. If such change should result in substantial additional cost of the Contractor, City agrees to negotiate additional compensation proportional to the increased benefit to City.

(c) All required insurance must be submitted and approved the City Attorney and Risk Manager prior to the inception of any operations by Contractor.

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Contractor's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Contractor's failure to procure or maintain required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Contractor.

(e) By signing this Agreement, Contractor hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract. Unless otherwise agreed, a waiver of subrogation in favor of the City is required.

- 15. Independent Contractor.** The parties agree that Contractor, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Contractor's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Contractor for work or services provided under this Agreement.
- 16. Claims for Labor and Materials.** Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.
- 17. Discounts.** Contractor agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.
- 18. Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 19. Dispute Resolution.** If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.
- 20. Compliance with Laws.**
- (a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Contractor shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Contractor shall comply with all provision of California Labor Code section 1720 *et seq.*, as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

(c) Contractor represents that it has obtained and presently holds all permits and licenses necessary for performance hereunder, including a Business License required by the City's Business License Ordinance. For the term covered by this Agreement, the Contractor shall maintain or obtain as necessary, such permits and licenses and shall not allow them to lapse, be revoked or suspended.

21. Assignment or Transfer. This Agreement or any interest herein may not be assigned, hypothecated or transferred, either directly or by operation of law, without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

22. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by facsimile ("fax") or certified mail, postage prepaid with return receipt requested, addressed as follows:

To City: City Manager
 City of San Juan Bautista
 311 Second Street
 San Juan Bautista, CA 95045
 831.623.4661
 citymanager@san-juan-bautista.ca.us

To Contractor: Peter Connery
 Vice President
 Applied Survey Research
 55 Penny Lane, Ste 101
 Watsonville, CA 95077
 831.728.1356
 connery@appliedsurveyresearch.org

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three days after deposit in the custody of the U.S. Postal Service. A copy of any notice sent as provided herein shall also be delivered to the Project Administrator and Project Manager.

23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Contractor.

24. Force Majeure. Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder,

act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

26. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment

27. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.

28. Waiver. A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

29. Severability. Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.

30. Construction, References, Captions. Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.

31. Advice of Counsel. The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.

32. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

33. Time. Time is of the essence in this contract.

34. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement,

statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, Contractor and the City by their duly authorized representatives, have executed this Agreement, on the date first set forth above, at San Juan Bautista, California.

CITY OF SAN JUAN BAUTISTA

By: _____
Name: Don Reynolds
Its: City Manager
Date: August 18, 2020

CONTRACTOR

By: _____
Name: Susan Brutschy
Its: President
Date: August 18, 2020

Attest: (Pursuant to Reso: 2020 - _____)

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

INSERT EXHIBIT A

Sections 1 (a) and 3(A)

- SCOPE OF WORK -

[ATTACHED WITH FEE SCHEDULE]

INSERT EXHIBIT B

Insurance Requirements – City of San Juan Bautista

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

City of San Juan Bautista reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability

- Required if Contractor has employees.
- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against the City of San Juan Bautista.
- Required Evidence of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance

B. General Liability

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.

Minimum Limits: \$5,000,000 per Occurrence; \$5,000,000 General Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, City of San Juan Bautista requires and shall be entitled to coverage for the higher limits maintained by Contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the City of San Juan Bautista. Contractor is responsible for any deductible or self-insured retention and shall fund it upon the City of San Juan Bautista's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the City of San Juan Bautista.
- The City of San Juan Bautista shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor.
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the City of San Juan Bautista is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

Automobile Liability Insurance

- Minimum Limit: \$5,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.

- The City of San Juan Bautista shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that the City of San Juan Bautista is an insured; and
 2. Properly completed Certificate of Insurance.

San Juan Bautista Income Survey

August 3, 2020



Cover Letter – August 3, 2020

Dear Don Reynolds,

Applied Survey Research (ASR) is pleased to submit this proposal to you to conduct an income survey in the City of San Juan Bautista. ASR is uniquely qualified to conduct this survey as we specialize in community engagement and surveys and have substantial experience in community outreach to ensure that representative and accurate data is collected and compliant with the needs of the City and the Water Board. It is acknowledged that a high response rate is required and ASR specializes in mixed method communication with the community whether it be phone, email, online or in-person interviewing. ASR also uses response incentives when necessary as well. We are headquartered in nearby Watsonville and will be able to manage the project with all our considerable resources.

We are excited to explore this project with you in your continuing efforts to make San Juan Bautista a beautiful, safe and affordable place to live.

Sincerely,



Susan Brutschy, President

Tel: (831) 728-1356

Fax: (831) 728-3374

1871 The Alameda, Ste. 180
San Jose, CA 95126

55 Penny Lane, Ste. 101
Watsonville, CA 95077

5440 Park Dr. Ste. 104
Rocklin, CA 95765

Summary of Qualifications, Experience and Capacity

Applied Survey Research (ASR) is a nonprofit social research firm dedicated to conducting, analyzing, disseminating, and using community-based research to help people build better communities. Since 1980, our studies have been concentrated in working with diverse and vulnerable populations in key areas such as childcare, education, domestic violence, community quality of life, child welfare services, homelessness, housing access, health care, and more. ASR operates out of three locations in California, including on the Central Coast (Watsonville), the Bay Area (San Jose), and Sacramento with a combined staff of 27.

ASR Knows Community Indicators. ASR has conducted numerous Community Assessments and Community Health Needs Assessments. Our team of social scientists is skilled in quality of life subject areas and the domains of well-being: social environment, economic well-being, natural environment, health, public safety, and education. These domains, in alignment with the Social Determinants of Health, inform community well-being and ascertain community influences and population trends.

ASR Turns Data into Action. ASR is perhaps best regarded for our ability to develop research that tells the story of outcomes. ASR helps our partners make data “come alive” so that data can be effectively and accurately used by the community, policy makers, the media, and the public. For example, data from the Santa Cruz County Community Assessment Project acted as a catalyst for the creation of a new universal health program for children 0-18 in the county, for a coalition to decrease teen drug and alcohol abuse, and for new efforts to decrease childhood obesity. Through the application of participatory research methods and facilitated data sharing, ASR seeks engagement of communities in all aspects of our work.

ASR Customizes Our Work to Meet the Specific Needs of the Community. At the core of ASR conducted activities is the identification of meaningful and measurable outcomes specific to each program’s funded result area, revising procedures and developing tools and methods to improve the quality and utility of data, oversight, and management of data collection, as well as data analysis and presentations to community partners. ASR strives to maintain a focus on the utility value of our work. Each project, no matter how big or small, is approached through the lens of how that program, agency, and/or organization can best be served by what ASR offers.

ASR’s Greatest Assets Are Our Human Resources. Our academically trained, field-seasoned staff of researchers, analysts, and project managers design and implement award-winning research efforts that strike the optimal balance between academic rigor and applied feasibility. We have developed the flexibility and creativity to design and tailor deliverables to suit the needs and intended audience of each specific project. We quickly grasp the key messages

that emerge from the data and tell our clients' stories in visually compelling ways to aid in data-driven decision making.

The ASR Team Has Experience with Vulnerable and Underserved Populations. ASR has a long history of working with vulnerable and underserved populations such as young children, teen mothers, seniors, veterans, low-income families, immigrant families, families who have experienced domestic violence and child maltreatment, those experiencing homelessness, and children and families with disabilities. Our Institutional Review Board (IRB) ensures that our research adheres to the highest standards of protection for human subjects. This experience helps to ensure that vulnerable populations are included in face-to-face surveys and our comprehensive assessments.

The ASR Team Is an Excellent Partner. Nearly 90% of ASR's business comes from partners who have already worked with us and have been pleased with our work. ASR is known for our strength in building relationships, in our friendliness with our partners, in our timeliness of meeting deadlines, and in our flexibility with project development and implementation. ASR staff know that projects must change as priorities change, and we are nimble in our ability to change as our partners' needs change.

ASR's History, Mission, Programs, and Services: For more than 35 years, ASR's mission has been to play a central role in helping communities improve quality of life for everyone. To meet that goal, we have been providing services that include needs assessments, community and health assessments, strategic planning, program development, evaluation, data dissemination, and recommendations for program improvement or strategic re-alignment.

Throughout our history, ASR has worked with local, state, and federal governments and agencies; health care institutions; non-profit community-based organizations; law enforcement; educational institutions; and others. ASR also has been invited to present at professional conferences around the world, including Canada, France, England, India, Israel, Turkey, and South Korea. We have contributed professional book chapters and articles about best practices in research and program implementation regarding community quality of life. As a direct result of the Community Assessment Project, an ongoing collaboration between the United Way of Santa Cruz County and ASR, the Robert Wood Johnson Foundation awarded Santa Cruz County its Culture of Health Prize. We are pleased to also note that the Government Accountability Office (GAO) cited our work as a best practice in its publication about Community Assessment Projects.

ASR's work has led to community action processes to mobilize data into tangible action, with information from our assessments serving as the catalysts for health insurance improvements, new health plans for low-income children, childhood obesity prevention efforts, veterans' services accessibility, teen drug and alcohol prevention programs, youth mentoring projects, homeless services and support, and more.

ASR has conducted successful strategic planning for large human service agencies seeking agency-wide clarity about outcomes, services, and partnerships.

As part of our services, we have helped public health organizations develop and/or refine their strategic frameworks, logic models, measures, and reporting systems by employing methods such as:

- Gathering secondary quantitative data, including compiling data dashboards to facilitate understanding of known health needs compared with benchmarks;
- Conducting qualitative research, such as focus groups in several languages, and key informant interviews with individuals across communities or sectors;
- Facilitating countywide prioritization of health needs with collaborative members;
- Researching evidenced-based practices for future implementation strategy selection;
- Presenting findings in meetings on behalf clients.

ASR's Administrative Structure: The core management team for this project will include Susan Brutschy, Peter Connery, Javier Salcedo, James Connery, Wil Hernandez Flores, and Juliana Huaroc. In addition to the core management team, ASR will arrange a robust team of researchers, analysts, and data collection specialists, supported by statistical, systems, and administrative personnel as needed.

3) Describe proposed staff and their duties, including disciplines and degrees, as appropriate. Describe current and ongoing training and experience of staff to ensure completion of the scope of services.

Proposed Staff

Peter Connery, Vice President: Peter Connery is an experienced sociologist with particular expertise in homeless research, farm worker housing and health issues, and housing related research. He is also responsible for ASR infrastructure requirements such as facilities, technology acquisition, networking, strategic partnerships, and financial management. Mr. Connery is experienced in the business sector, as well, working in the logistics services industry for more than 18 years. He held director level positions in business units ranging from operations to sales and marketing. His project and logistics expertise from the business sector, coupled with his academic background in social research, has enabled ASR to grow significantly. He earned his bachelor's degree with honors from the University of California, Santa Cruz, and holds professional certificates from numerous industry groups. Mr. Connery is active in youth sports and volunteers in his local project homeless connect efforts.

Susan Brutschy, President: Susan Brutschy is the Co-Founder and President of Applied Survey Research. She is an experienced sociologist who has spearheaded the development and implementation of hundreds of social research projects over the course of her 30+ year career. She has managed or guided the annual award-winning Santa Cruz County Community

Assessment Project (CAP) since its inception in 1994, as well as dozens of other assessments, including the Anchorage Alaska Community Assessment Project, the San Bernardino County Community Vital Signs, and projects throughout Arizona. She has been invited to speak about our CAPs in Canada, France, Turkey, India, and at the United Nations. She has recently published several articles in international journals about our community assessment projects.

James Connery, Project Manager II: With ASR since 2010, James Connery contributes his extensive experience with quantitative and qualitative research methods and data analysis, including launching large-scale community surveys. He has particular expertise with homeless censuses and surveys, and with community health assessments. He is well-versed with Results-Based Accountability (RBA), program evaluations, and needs assessments of young children. Mr. Connery also possesses excellent organizational and time management skills. He earned his BA in history with a minor in art education at the University of Arizona, Tucson. Later, he earned an MBA at California State University, Monterey Bay

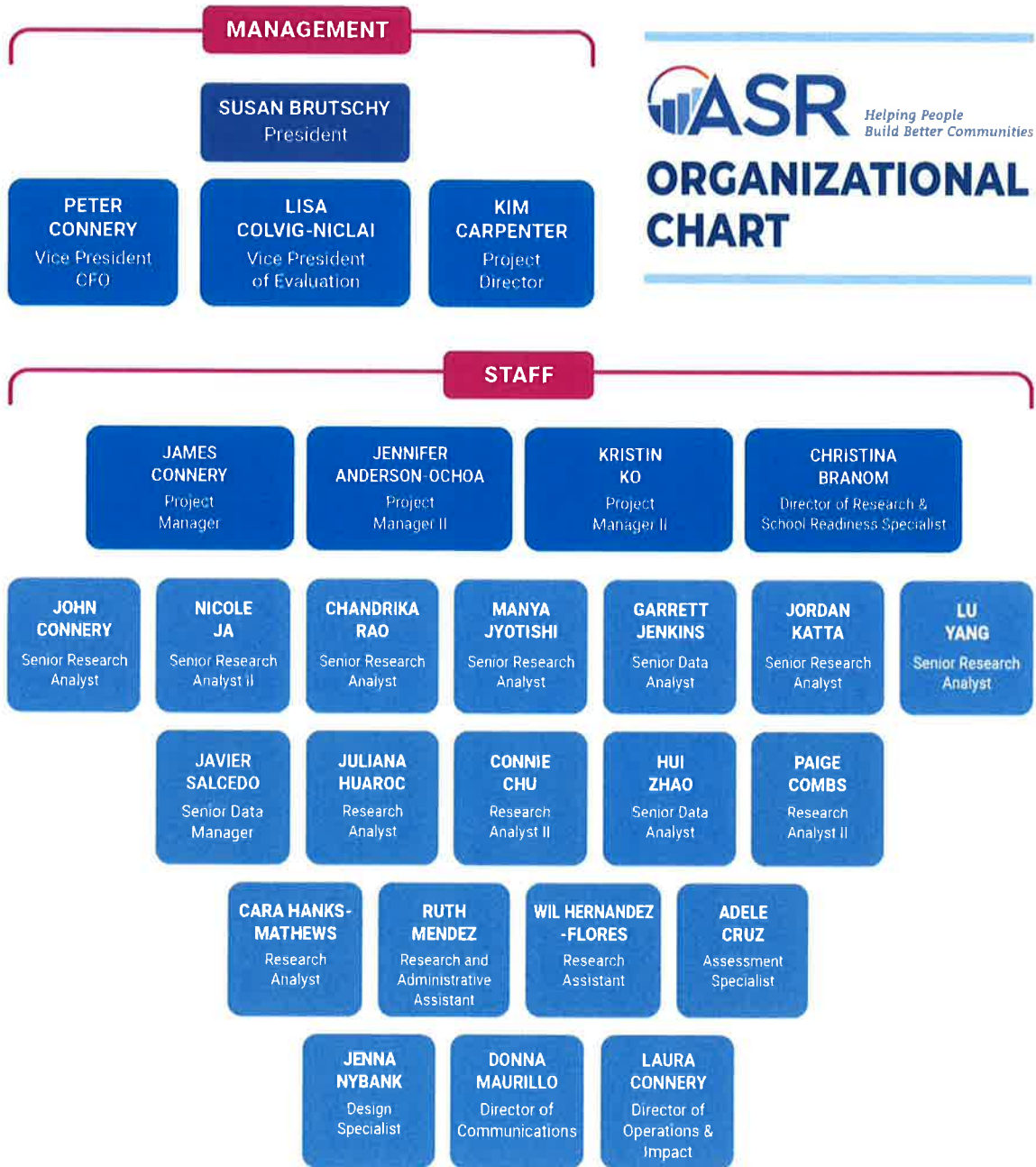
Javier Salcedo, Senior Data Manager: Mr. Salcedo came to ASR in 2003 and has developed the organization's research, methodology, statistics, and data processing. His primary focus is to develop integrated solutions for data collection, cleaning, and statistical data processing for each project. He also advises on optimum data interpretation and correct use of statistical procedures. Mr. Salcedo is accomplished at using automated capture software, such as Teleform Elite, for scanning and survey tabulation. Before joining ASR, Mr. Salcedo coordinated and managed quantitative and qualitative studies in Latin America and the Caribbean for the packaged goods industry. He has taught sychometry, edumetry, statistics, research methodology, experimental design, multivariate statistical analyses, SPSS software, and related topics at five national universities. He is fluent in English and Spanish. Mr. Salcedo earned a BA in psychology and an MS in marketing from Universidad de los Andres, Bogotá, Colombia. He also holds professional certificates from the University of California, Santa Cruz.

Juliana Huaroc, Research Analyst: As a bilingual, community-based researcher, Ms. Huaroc is committed to advancing social justice and social change through research. She possesses content expertise in the unique needs of vulnerable populations and the stresses and risks to which individuals and groups are subjected. Ms. Huaroc is skilled at qualitative and quantitative research methodologies, including research design, participant recruitment, data collection and analysis, and report writing. She is also skilled in Excel, Word, and PowerPoint. She earned her BA in political science and religious studies, with a minor in education, from the University of California, Santa Barbara. She subsequently earned an MA in Latin American studies and an MPA in public administration, both at California State University, San Diego.

Wilfrido “Wil” Hernandez Flores, Research Analyst: Wilfrido “Wil” Hernandez Flores has been with ASR since July 2019, where he analyzes data for assessment and evaluation project reports. His most recent projects include the Focused Intervention Team (FIT) project for Santa Cruz County; DUI Place of Last Drink Survey for Santa Cruz County; and Community Assessment Projects for Santa Cruz and San Luis Obispo Counties. Previously, he was a research assistant in a psychology research lab at the University of California, Santa Cruz (UCSC), and he interned at UCLA, where he researched wage theft in Santa Clara County. Wil received B.A. degrees in psychology and community studies at UCSC, where he was a Koret Undergraduate Research Scholar. He has made many scholarly presentations before researchers and labor unions. Methodological skills include quantitative and qualitative data collection and analysis. He also brings significant experience with interview processes, data entry, and transcription.

ASR is dedicated to helping people build better communities and has a strong history of working with vulnerable populations. The subject matter and deliverables align with our mission, capabilities, and core business. We have completed dozens of needs assessments, strategic plans, and evaluations throughout the central coast, so we are intimately connected to the community, and we have the relationships already built for which to launch this project. In addition to our experience, ASR has the administrative and professional capacity to implement this project, along with the multiple other projects currently underway.

ASR's Organizational Chart



Cultural Competency

ASR's Cultural Competence

ASR is committed to conducting culturally competent research that includes not only differences in race, ethnicity, and language, but also differences in socio-economic status, age,

sexual orientation and identity, immigration status, geography, and other differences that emerge within and between communities. To provide services that are culturally and linguistically competent, ASR has staff that are bilingual and bicultural in Spanish, and additional staff who speak Hindi, Kannada, Tamil, Telugu, and Indonesian. ASR also works closely with other trusted partners for additional languages, including Vietnamese.

We consider culture and language in every aspect of our assessments, in choosing outcomes and indicators, in the creation of survey instruments, in the translation of all materials, and in pilot testing our instruments. These efforts ensure cultural and linguistic appropriateness to the populations served, so that results reflect a high degree of discriminant validity and internal consistency amongst the target population.

ASR values racial equity: we conduct organization-wide trainings on implicit bias, what it means to be a culturally responsive organization, and trauma-informed practices. Our staff have also organized and led county-wide dialogues between youth, community and law enforcement on racism and policing.

Methodology

- 1. Meet with City Manager and representatives from the Water Board**
- 2. Finalize data collection instrument and methodology to be approved by Water Board/City Manager**
- 3. Send a letter or email to all water customers announcing the purpose and importance of the survey with a self-online survey link or a addressed/stamped income questionnaire. (ASR to manage this effort and cover email list service management, US post mailing and printing costs.)**
- 4. Within 14 days of the mailing, telephone surveys to begin to all non-mail respondents**
- 5. Telephone surveying to begin after mail/email survey to all non-respondents & continues until 500 complete surveys**
- 6. Survey results are analyzed on a weekly based listing response rates and average household income**
- 7. Council members and other key stakeholders will be enabled to do in-person interviewing as their schedules permit**
- 8. Income survey is completed and valid responses are mapped on GIS map of SJB service area showing representative distribution. Expectation is survey results will be at least at a 95% confidence level and a 5% confidence interval(+/-)**
- 9. City manager and Water Board to review preliminary results and data and approve or request more info**

Collaboration

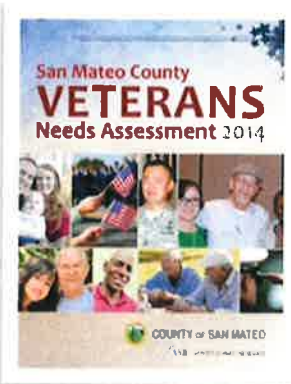
ASR will work together with the County leadership to convene an oversight committee/leadership team to clarify roles and responsibilities and desired goals of the project.

Budget

ACTIVITIES	COST
<p>ACTIVITIES PRIOR TO DATA COLLECTION</p> <p>Activities to include:</p> <ul style="list-style-type: none"> • Meet with City Manager and representatives from the Water Board • Finalize data collection instrument and methodology to be approved by Water Board/City Manager • Send a letter or email to all water customers announcing the purpose and importance of the survey with a self-online survey link or a addressed/stamped income questionnaire. (ASR to manage this effort and cover email list service management, US post mailing and printing costs.) • Within 14 days of the mailing, telephone surveys to begin to all non-mail respondents • Telephone surveying to begin after mail/email survey to all non-respondents & continues until 500 complete surveys • Survey results are analyzed on a weekly based listing response rates and average household income • Council members and other key stakeholders will be enabled to do in-person interviewing as their schedules permit • Income survey is completed and valid responses are mapped on GIS map of SJB service area showing representative distribution. Expectation is survey results will be at least at a 95% confidence level and a 5% confidence interval(+/-) • City manager and Water Board to review preliminary results and data and approve or request more info <p>Deliverables:</p> <ul style="list-style-type: none"> • Frequency table of final results 	
Total	\$28,000

Examples of Previous Work

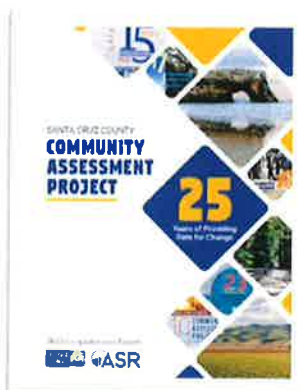
Through extensive knowledge of community indicators and customized, local research design, ASR has a long-standing history of developing and defining rigorous data that inspires community engagement and positive action.



SAN MATEO VETERANS NEEDS ASSESSMENT

<https://www.appliedsurveyresearch.org/san-mateo-county-veterans>

The San Mateo County Veterans Needs Assessment helped identify and address the needs of approximately 32,000 veterans residing in San Mateo County. This report improved understanding of veterans' needs in the community and helped determine which programs, supports, and service delivery systems were most needed. For this assessment, ASR collected secondary data from more than 25 sources, including the Department of Veterans Affairs, and from primary qualitative data.



SANTA CRUZ COUNTY COMMUNITY ASSESSMENT PROJECT

<https://www.appliedsurveyresearch.org/scccacp>

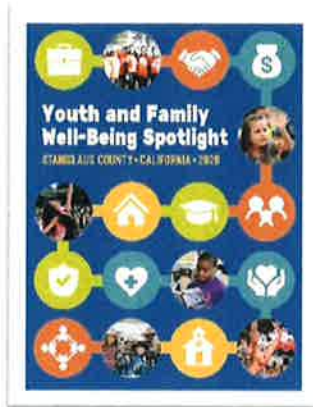
For 25 consecutive years, ASR has summarized community assets, challenges, and trends in the Santa Cruz County Community Assessment Project (CAP). The CAP is a multi-year initiative to measure and improve quality of life in the county. It is completed through telephone surveys reaching 800+ community residents, plus secondary data collection regarding six quality-of-life domains.



SOUTH SANTA CRUZ COUNTY VETERAN NEEDS ASSESSMENT

ASR assessed the needs of South Santa Cruz County veterans and the utilization of the Watsonville Veterans Memorial Building. The assessment included focus groups and a survey with veterans, stakeholders and community members, a community meeting, and key informant interviews. Analysis was centered on the best use for maintaining and enhancing existing support services, meeting unmet and emerging needs, and how the Veteran's Memorial Building might

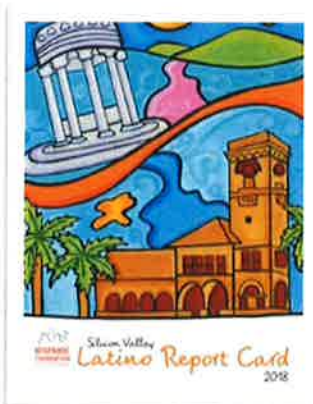
address these identified needs. (Please contact ASR for a copy of the report.)



STANISLAUS COUNTY YOUTH AND FAMILY SPOTLIGHT

<https://www.appliedsurveyresearch.org/stanislaus-county-2020>

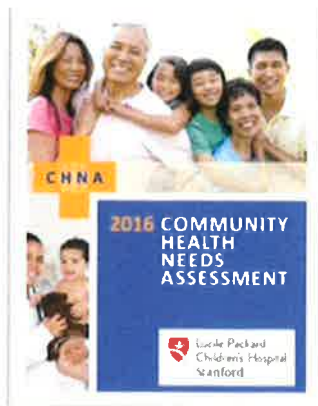
To assess the health and well-being of children and families, Focus on Prevention partnered with Applied Survey Research (ASR) to obtain primary data through direct community input. In 2019, 400 surveys were completed with Stanislaus County residents to gauge the relative priority of various health needs. ASR obtained secondary data from a variety of sources.



LATINO REPORT CARD

<http://hfsv.org/news-events/whats-new/Unveil-2018-Silicon-Valley-Latino-Report-Card-Event>

The 2018 Silicon Valley Latino Report Card follows the original 2011 report card and provides an updated baseline about Latino quality of life in the region. As with the 2011 report, this Report Card identified serious challenges that continue to confront Latinos and threaten Silicon Valley's long-term prosperity. The report has helped to fuel effective action and engagement to improve the well-being of Latinos in Silicon Valley.



COMMUNITY HEALTH NEEDS ASSESSMENTS

<https://www.appliedsurveyresearch.org/community-health-needs-assessments>

ASR has a long history of conducting high-quality Community Health Needs Assessments (CHNA). These are nonprofit hospital required studies of health and well-being and a focus of ASR's collaborative collective data process. We deliver more than the basic requirements for nonprofit hospitals, which means we include in-depth primary research methods. We have conducted multi-hospital Community Health Needs Assessments to gain regional understandings. Each assessment concentrates on health and well-being for everyone, areas of need, and impact of various improvement efforts. The goal is to transform data into action and to track progress.



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: **AGREEING TO THE TERMS AND CONDITIONS OF THE
ENVIRONMENTAL PROTECTION AGENCY
ADMINISTRATIVE ORDER ON CONSENT**

DATE: August 18, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

Recommendation:

It is recommended that the City Council adopt a resolution agreeing to the terms and conditions of the Environmental Protection Agency's ("EPA") the attached Administrative Order on Consent ("AOC") and authorize the City Manager to complete the documents for the Mayor's signature.

Background:

No person is allowed to pollute the waterways of the United States, without a National Pollution Discharge Elimination System ("NPDES") Permit. The Permit identifies under what conditions this may be done. The Waste Water Treatment Plant discharges into the creek that is a waterway of the United States. On June 2019, the City received an inspection from the EPA and the Water Board ("RWQCB") of its Waste Water Treatment Plant ("WTP"). The Interim City Manager reported to the City Council that the EPA found several violations of the City's NPDES Permit.

The EPA uses an enforcement tool referred to as an "Administrative Order on Consent" to establish a plan to bring a water purveyor into compliance with its NPDES permit, and a schedule by which certain milestones will occur to achieve this common goal. On February 25, 2020, the City was made aware that a draft AOC was being created to ensure the City remained committed to bringing itself back into compliance with its NPDES Permit by December 31, 2023. The City received the draft AOC in May, and the City Council received a confidential draft of the document in its closed session on May 19. After exchanging several iterations of the document, staff is prepared to present it to the City Council for approval.

Discussion

The AOC document has been written in technical terms to meet the requirements of the Clean Water Act. The heart of the matter can be found starting on page 4, in Section IV "ORDER FOR COMPLIANCE ON CONSENT." This is where the City's work is described with a schedule that has to be met. The first two items are related to repairs that were needed last June. These repairs

have already been made, and the City is ready to certify that the WTP is functioning as designed. These repairs have resulted in a reduction of the types of violations the City has incurred since they were repaired last fall. The only violation occurring now is the salt, and the WTP was not designed to remove salt (chlorides, sodium, or the total dissolved solids). The third matter of work to be performed, is the completion of the Water and Waste Water Master Plans. Final drafts are due to staff for a second review Friday, August 14. They will come to the Council for consideration and approval before September 15.

In the fourth matter, (“iv”) the City is required to select a “Compliance Project” from the Master Plans by October 15 and submit it to the EPA for approval. This information is the focus of the “Preliminary Engineers Report – PER.” On July 14, the Council received a detailed presentation about the PER. Over the past month, staff has worked hard to further define these options. This includes continued research of its industrial users, potential arrangements with Hollister, buying water, and other details. It is now in final draft format and is being reviewed by the Rural USDA. The City is optimistic that the USDA will help pay for this compliance project in a combination of grants and a loan. When we have a response from the USDA, we can bring the matter back to the City Council for an update and recommendation. The USDA’s grant/loan deadline is in September, so this is moving rapidly through the process. The October deadline, therefore, is premised on receiving USDA support.

The remaining items in this section then estimate the process and progress for completing the project through December 31, 2023. Both the EPA and the City’s team recognize that there are big variables in these remaining steps, and will work together to adjust the schedule as needed. These variables include third party agreement (with the Water District, for example), acquiring right-of-way, successful public bidding processes, and receiving both CEQA and NEPA (National Environmental Protection Act) clearance.

Agreeing to this schedule is a key step towards compliance. It is a necessary action to avoid further potentially punitive actions from the EPA. On Page 10, the General Provision protects the EPA’s rights to consider fines and other actions to take for non-compliance. But the City has been assured that the schedule can be changed, as long as we keep the December 31, 2023 goal.

The City is fortunate to have hired a skilled team of professionals to take this project and move it forward. The team of Karl Bjarke and Tony Akel of Akel and Associates have been terrific and have earned the trust of the EPA.

Fiscal Impact

The AOC requires the City to submit a financial plan by November 15, 2020 (“v”). This has a few moving parts at this time. The financial plan will be adjusted once the design of the compliance projects have been completed with engineer cost estimates.

The USDA, Water District and other potential resources are all being explored to develop a financial plan to support the construction of the compliance project. Staff is working in this direction, and by re-establishing the City’s status as a disadvantaged community (“DAC”) is a key component to this. But this effort will only address the capital costs.

Operationally, the PER suggests that the City consider buying clean water from another source, avoiding the pitfalls of the ground water in this regional (including nitrates, hard water, large amount of total dissolved solids and salt). This decision may result in rate increases to the City's residents. A Rate Study is due now (and every five years). It has been started with this work in mind.

There are potential cost savings as well. Staff continues to explore the implementation of a formal industrial permit program; that will reduce the concentrations of chemicals currently being received from the users. This program will eventually ensure cleaner water is received and establish fees to off-set any cost to the City to accommodate these industrial users. Operationally, the need for the intense operations currently underway may be reduced. Also, the City has the potential to reduce its current interest rates on the debt from the last water project. This could save several hundred thousand dollars.

Attachments:

1. Resolution
2. Administrative Order of Consent

RESOLUTION 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN THE ADMINISTRATIVE ORDER ON CONSENT FROM THE ENVIRONMENTAL PROTECTION AGENCY

WHEREAS, the federal Clean Water Act (“CWA”) provides that whenever the Environmental Protection Agency (“EPA”) finds that any person who is in violation of any condition or limitation which implements the CWA may issue an order requiring such person to comply with such condition or limitation, and shall specify a time for compliance that the EPA determines to be feasible; and

WHEREAS, CWA Section 301(a), 33 U.S.C. section 1311(a) makes it unlawful for a person to discharge pollutants from a point source into water of the United States, except as authorized by the National Pollution Discharge System (NPDES) Permit; and

WHEREAS, over the past decade, the City ‘s Waste Water Treatment Plant incurred many violations, mostly consisting of high levels of salt being released into the creek (water of the United States); and

WHEREAS, in June 2019, the City was inspected by the Environmental Protection Agency, and the State’s Regional Water Quality Control Board (“RWQCB”), and they put the Interim City Manager on notice that the City was polluting the Water of the United States, and in October of 2019, the results of this inspection and findings were put into a letter of which the City replied in December 2019, agreeing to meet with the EPA as soon as practical; and that meeting occurred February 25, 2020; and

WHEREAS, in its December letter, the City summarized its recent efforts to complete a master plan for both its Water and Waste Water systems, and from these studies would develop a capital improvement plan that brings the City back into compliance with its NPDES Permit; and

WHEREAS, at the February 25th meeting, the City learned among other things, that the EPA is prepared to issue an “Administrative Order On Consent” (“AOC”) to the City, to assure that City is committed and remains committed to the work it has begun, confirming that City is working in the right direction to resolve the issues in its effort to complete the Master Plans; and

WHEREAS, after receiving a water and waste water status report April 21, 2020, the City Council asked for a monthly briefing on water; and

WHEREAS, on May 6th, the City received a confidential draft of the EPA’S AOC, and on May 19, it was confidentially discussed in closed session and in subsequent Council briefings as the document was being negotiated and modified into its current final draft; and

WHEREAS, on August 6th 2020, the final draft of the AOC (attached hereto and made a part of the Resolution) was received by email and is first being made available for the public and City Council's consideration at its August 18 City Council meeting.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

SECTION 2. The City Council of the City of San Juan Bautista, hereby agrees with the terms, conditions and schedule in the August 6, 2020 Administrative Order on Consent, confirming its mutual goal with the EPA to bring the City back into compliance with its NPDES Permit before December 31, 2023.

SECTION 3. The City Council directs and authorizes the City Manager to prepare the documents for the Mayor's signature and send the EPA its executed copies as soon as practicable.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Vazquez Edge, Mayor

ATTESTED:

Laura Cent, City Clerk

Attachment- Administrative Order On Consent

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 9**

75 Hawthorne Street
San Francisco, California 94105

IN THE MATTER OF:)	DOCKET NO. CWA-309(a)-20-007
)	
City of San Juan Bautista)	
San Juan Bautista, California)	ADMINISTRATIVE ORDER ON
)	CONSENT
Respondent.)	
)	<i>Proceeding under Section 309(a) of the Clean</i>
)	<i>Water Act, 33 U.S.C. § 1319(a)</i>
)	
)	

ADMINISTRATIVE ORDER ON CONSENT

I. STATUTORY AUTHORITY

1. Section 309(a) of the Clean Water Act (CWA or the Act), 33 U.S.C. § 1319(a), provides that, whenever the U.S. Environmental Protection Agency (EPA) finds that any person is in violation of any condition or limitation which implements, *inter alia*, Sections 301(a) and 402 of the CWA, 33 U.S.C. §§ 1311(a) and 1342, the EPA may issue an order requiring such person to comply with such condition or limitation, and shall specify a time for compliance that the EPA determines to be reasonable.

2. The following Findings of Fact and Determinations of Law are made and this Administrative Compliance Order on Consent (AOC) is issued pursuant to the authority vested in the EPA by Section 309(a) of the CWA, 33 U.S.C. § 1319(a), as amended. This authority has been delegated to the Regional Administrator of the EPA, Region 9, and further delegated by the Regional Administrator to the Director of the Enforcement and Compliance Assurance Division of the EPA, Region 9.

II. STATUTORY AND REGULATORY FRAMEWORK

3. CWA Section 301(a), 33 U.S.C. § 1311(a), makes it unlawful for a person to discharge pollutants from a point source into waters of the United States, except as authorized by a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to CWA Section 402, 33 U.S.C. § 1342.

4. CWA Section 402, 33 U.S.C. § 1342, establishes the NPDES program and authorizes the EPA and authorized states to issue permits governing the discharge of pollutants from point sources into waters of the United in accordance with specified limits and conditions.

5. The State of California has an EPA-authorized NPDES program approved by EPA pursuant to CWA Section 402(b), 33 U.S.C. § 1342(b), and issues NPDES permits, including permits for discharges to the waters of the United States from publicly-owned wastewater treatment plants, through its State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCBs).

6. The Central Coast RWQCB issued to the City of San Juan Bautista, CA (City or Respondent), a NPDES Permit, CA0047902/Order No. R3-2009-0019, on May 8, 2009 with an effective date of May 9, 2009 and an expiration date of May 9, 2014 (the Permit). A permit renewal application has been received by RWQCB, and the Permit has been administratively continued until a new permit can be issued.

7. Section 301(b) of the Act, 33 U.S.C. § 1311(b), authorizes EPA to establish nationally applicable effluent limits for point sources, which are incorporated into the discharger's permit along with any other requirements established pursuant to the Act and supporting regulations.

8. Permittees must monitor discharges and report the results in their Discharge Monitoring Reports (DMRs), as authorized by Section 308(a) of the CWA, 33 U.S.C. § 1318(a), and required by the CWA's implementing regulations at 40 C.F.R. §§ 122.41j, 122.44i, and 122.48, and the Permit.

III. FINDINGS OF FACT AND DETERMINATIONS OF LAW

9. Pursuant to CWA § 502(4), 33 U.S.C. § 1362(4), Respondent is a municipality formed under the laws of California and is a "person" within the meaning of CWA § 502(5), 33 U.S.C. § 1362(5).

10. At all times relevant to this action, Respondent owned and operated the San Juan Bautista Wastewater Treatment Plant located at 1120 Third Street, San Juan Bautista, CA 95045, latitude 36°50'58.11" N, longitude 121°32'41.90" W (the SJB WWTP or the Facility).

11. At the Facility, Respondent collects and treats sanitary sewage from a population of about 2,500. The SJB WWTP receives domestic sewage and serves three vegetable processors located outside of City limits. The facility has a stated design capacity of 0.27 million gallons per day (MGD). The SJB WWTP provides tertiary treatment of wastewater. Treatment currently comprises a comminutor and headworks, a pond operated as a sequencing batch reactor (SBR), a second pond for sludge storage and denitrification, coagulation and pressure sand filtration, and disinfection with Ultraviolet (UV) light at the Facility.

12. Effluent from the Facility discharges from one outfall (Outfall No. 001) to an unlined, intermittently flowing drainage channel that travels approximately ¼ mile before flowing into San Juan Creek, a tributary to the San Benito River. The channel and Outfall No. 001 are each a "point source" within the meaning of CWA § 502(14), 33 U.S.C. § 1362(14).

13. Effluent from the Facility includes unionized ammonia, sodium, chloride, Total Coliform, biochemical oxygen demand ("BOD"), total suspended solids, and total dissolved solids and therefore contains "pollutants," as defined by CWA § 502(6), 33 U.S.C. § 1362(6).

14. Discharges from Outfall No. 001 flow into an unlined, intermittently flowing drainage channel that travels approximately ¼ mile before flowing into San Juan Creek, a tributary to the San Benito River, a “navigable water” and a “water of the United States” within the meaning of CWA § 502(7), 33 U.S.C. § 1362(7) and implementing regulations.

15. Respondent’s discharge of pollutants into waters of the United States constitutes a “discharge of pollutants” within the meaning of CWA § 502(12), 33 U.S.C. § 1362(12).

16. Respondent’s discharges are authorized pursuant to its NPDES Permit, as identified above in paragraph 6, as long as they comply with the terms of the Permit.

17. The Permit requires, inter alia:

- a. Permit Section IV lists specific effluent limitations and discharge specifications for Outfall No. 001 and requires Respondent to maintain compliance with certain enumerated effluent limitations. See Table 5, Permit Section IV.A.1.a.
- b. Permit Section II.R. incorporates Standard and Special Provisions as Attachment D.
 - i. Attachment D.1.D. requires the Discharger to properly operate and maintain all facilities and systems of treatment and control in a manner to achieve compliance with effluent limits.
 - ii. Attachment D.IV.A. requires records of all monitoring information, including all calibration and maintenance records to be retained for a period of at least three years.
 - iii. Attachment D.V.F. requires the Discharger to give notice to Central Coast RWQCB as soon as possible of any planned physical alterations or additions to the Facility.

18. On June 24, 2019, representatives of the EPA performed an inspection of the Facility to evaluate the Respondent’s compliance with the requirements of Sections 301 and 402 of the CWA, 33 U.S.C. §§ 1311 and 1342; the regulations promulgated thereunder at 40 C.F.R. § 122 and the Permit. The EPA’s inspection report was provided to Respondent on October 17, 2019 and is attached hereto as Exhibit 1.

19. As described in more detail in Exhibit 1, the EPA inspectors observed the following:

- a. Pond 2 did not appear to be providing full treatment because of gaps in the baffles demonstrating poor operation and maintenance. The gaps may allow some flows to flow through the treatment cells without adequate residence time;
- b. The floating media in Cell 2C was no longer floating and thus, unlikely to be achieving expected nitrogen reduction;
- c. The City had made changes to the treatment protocols since its Permit application to the Central Coast RWQCB (for example, redirecting flow from the SBR Pond to Cell 2C rather than Cell 2A) but had not communicated the change to the Central Coast RWQCB as required by the Permit;

- d. Calibration records were not available for EPA inspectors at the time of the inspection;
- e. At the time of the inspection, chemicals were being stored in drums onsite without proper labels or secondary containment.

20. Based on a review of reporting records, EPA inspectors also identified numerous effluent limitation exceedances at the Facility for unionized ammonia, sodium, chloride, Total Coliform, total suspended solids, BOD, and total dissolved solids, as summarized in Exhibit 2. The City has been out of compliance with its chloride effluent limitations since the Permit was issued on May 9, 2009. There have been nine (9) exceedances of the Median Total Coliform limit and seven (7) exceedances of the Instantaneous Maximum Total Coliform limit since November 2018. Recent Total Coliform violations may be caused by an inadequate or malfunctioning UV disinfection system and presents potential risks to public health.

21. As a result of the City's discharges of pollutants in excess of the effluent limitations in the Permit, its failure to properly monitor and maintain records, and its failure to adequately operate and maintain its treatment system, EPA finds that the City has been and continues to be in violation of its Permit, and thus in violation of Sections 301(a) and 402 of the CWA, 33 U.S.C §§ 1311(a), 1342.

IV. ORDER FOR COMPLIANCE ON CONSENT

22. Based on the foregoing Findings of Fact and Determinations of Law and pursuant to the authority of Section 309(a) of the CWA, 33 U.S.C. § 1319(a), IT IS HEREBY ORDERED and AGREED TO:

- a. Work to be Performed: The City shall take all measures necessary to fully and properly comply with all terms and conditions of the Permit, or future NPDES permits issued to it by the Central Coast RWQCB, which shall include, at a minimum:
 - i. By September 1, 2020, the City will certify to EPA that baffles in Pond 2 have been repaired so that they function to prevent short circuiting;
 - ii. By September 1, 2020, the City will certify to EPA that the UV disinfection system is functioning at full capacity;
 - iii. By September 15, 2020, the City shall submit to EPA a Master Plan for Water and Wastewater (the Master Plan) for review and comment. The Master Plan shall be developed based on the Scope presented to EPA by the City during a meeting which took place on March 17, 2020;
 - iv. By October 15, 2020, the City shall submit to EPA for review and approval, a statement of the option from the Master Plan that it has selected to implement to achieve compliance with Permit conditions (the Compliance Project) and shall provide written justification for choosing the selected option outlined in the Compliance Project. EPA may disapprove the Compliance Project in whole or in part and require revisions to it. If EPA disapproves the Compliance Project, the City shall

address all deficiencies identified by EPA and resubmit the Compliance Project for EPA's approval within fifteen (15) days of receipt of EPA's disapproval;

1. Final Compliance Project Deadline: The selected Compliance Project must ensure that the SJB WWTP will be in full compliance with the Permit or any future NPDES permit by no later than December 31, 2023.
- v. Phase I Compliance Project: By November 15, 2020, the City shall submit a schedule for the first phase for the design and construction of the compliance option outlined in the Compliance Project (the Phase I Compliance Project Schedule) to EPA for review and approval. The Phase I Compliance Project shall include milestones for funding the design and construction of the Compliance Project, and the Phase I Compliance Project Schedule shall ensure completion of Phase I Compliance Project by no later than November 30, 2020. EPA may disapprove the Phase I Compliance Project Schedule in whole or in part and require revisions to it. If EPA disapproves the Phase I Compliance Project Schedule, the City shall address all deficiencies identified by EPA and resubmit the Phase I Compliance Project Schedule for EPA's approval within fifteen (15) days of receipt of EPA's disapproval. The Phase I Compliance Project Schedule shall include proposed completion dates for the following milestones but may include other milestones not captured below:
1. Deadline for the completion of a Feasibility Study and Financial Plan for the selected Compliance Project; and
 2. Deadline for completion of a Capital Improvement Plan (CIP) showing how development and implementation of the preferred Compliance Project has been or will be funded.
- vi. Phase II Compliance Project: By December 31, 2020 the City shall submit a schedule for the second phase of the design and construction of the compliance option outlined in the Compliance Project (the Phase II Compliance Project Schedule) to EPA for review and approval. The Phase II Compliance Project shall include milestones for designing and obtaining regulatory approvals needed to complete the Compliance Project, and the Phase II Compliance Project Schedule shall ensure completion of Phase II Compliance Project by no later than July 1, 2022. EPA may disapprove the Phase II Compliance Project Schedule in whole or in part and require revisions to it. If EPA disapproves the Phase II Compliance Project Schedule, the City shall address all deficiencies identified by EPA and resubmit the Phase II Compliance Project Schedule for EPA's approval within fifteen (15) days of receipt of EPA's disapproval. The Phase II Compliance Project Schedule shall include proposed completion dates for the following milestones but may include other milestones not captured below:

1. Deadline for the solicitation of bids from construction contractors;
 2. By March 30, 2021, award and execute contracts for design, environmental studies, and legal team;
 3. By March 30, 2022, design of the Compliance Project shall be 50% complete, initial studies for the National Environmental Policy Act (NEPA) and/or California Environmental Quality Act (CEQA) will be in process, applications for any additional required licenses or permits will have been submitted, and third-party agreements will be in final draft form;
 4. By the Phase II Compliance Project deadline, the City shall have completed initial studies for NEPA and CEQA, obtained any additional required licenses or permits, completed and executed third-party agreement(s), and the design of Compliance Project will be at 80% completion and be prepared for bidding.
- vii. Phase III Compliance Project: By August 1, 2022, the City shall submit a schedule for the third phase for the design and construction of the compliance option outlined in the Compliance Project (the Phase III Compliance Project Schedule) to EPA for review and approval. The Phase III Compliance Project shall include milestones for completion of design and construction of the Compliance Project, and the Phase III Compliance Project Schedule shall ensure completion of Phase III Compliance Project by no later than December 31, 2023. EPA may disapprove the Phase III Compliance Project Schedule in whole or in part and require revisions to it. If EPA disapproves the Phase III Compliance Project Schedule, the City shall address all deficiencies identified by EPA and resubmit the Phase III Compliance Project Schedule for EPA's approval within fifteen (15) days of receipt of EPA's disapproval. The Phase III Compliance Project Schedule shall include proposed, final completion dates for the following milestones but may include other milestones not captured below:
1. By October 1, 2022, the Compliance Project design will be 100% complete, design approvals from third parties will be received, and the Compliance Project will be bid for a minimum of six weeks;
 2. By December 31, 2022, the Compliance Project construction contract will be awarded and executed by the City;
 3. By February 1, 2023, the Compliance Project will break ground;
 4. By November 1, 2023, the Compliance Project will be nearing 75% completion;
 5. By December 1, 2023, construction of the Compliance Project will be complete, and the City will take possession of any new infrastructure.

- viii. Upon approval by EPA, all submittals required under Section IV of this Order, including but not limited to the EPA-approved design and construction schedule, shall be deemed incorporated into, and enforceable pursuant to, this Order.

b. Required Reporting:

- i. The City shall submit compliance reports to EPA on a bi-yearly basis (the Bi-Yearly Compliance Report), with the first report to be due on September 1, 2020 and subsequent reports due bi-yearly thereafter (i.e. the first business day on or after March 1, 2021, September 1, 2021, March 1, 2022, and so on). Each Bi-Yearly Compliance Report shall discuss the status of compliance with each effluent parameter limit in the Permit, the progress towards completion of the Work to be Performed according to Section IV.22.a. of this Order, and any updates regarding the completion of the Compliance Project.
- ii. Upon notification to the Respondent, EPA may require additional status reports, or fewer status reports, and/or request additional documentation to support the Bi-Yearly Compliance Report for the purpose of documenting the City's progress towards achieving compliance with this AOC and/or with the Permit requirements.
- iii. The City shall continue to submit Bi-Yearly Compliance Reports in accordance with the schedule described in Section VI.22.b.i., of this Order until this AOC has been terminated pursuant to the terms of Section V.24. of this Order. Each Bi-Yearly Compliance Report shall be submitted to EPA consistent with Sections IV, V, and VI of this Order. Each Bi-Yearly Compliance Report must identify any major milestone that the City expects will not be met in the coming six months, any that were missed in the preceding six months, and the date they are expected to be met. Nothing in this Section modifies or affects the City's obligations to submit reports required by the Permit, or to comply with any other reporting requirements under federal, state, or local law.
- iv. The City shall schedule a meeting with EPA on a quarterly basis to discuss ongoing efforts to comply with the requirements of this Order (the Quarterly Meetings). The first meeting shall follow the submission of the Bi-Yearly Report (e.g. after September 1, 2020), with the following Quarterly Meetings to be scheduled on or immediately after December 1, 2020, March 1, 2021, June 1, 2021, September 1, 2021, and so on. The Respondent should make every reasonable effort to schedule the Quarterly Meetings to be held within fifteen (15) calendar days after the submission of the Bi-Yearly Compliance Report and within fifteen (15) calendar days of the other two quarters (e.g. December 1, 2020, June 1, 2021, and so on). The City shall continue to schedule Quarterly Meetings with EPA in accordance with this Section until this AOC has been terminated pursuant to the terms of Section V.24 of this Order.

c. Qualifications for Work:

- i. All requirements of this AOC described in Section IV shall be done by and under the supervision of persons with sufficient education, experience, and expertise to adequately and responsibly do so. Within thirty (30) days of the effective date of this Order, the City shall submit the qualifications of the proposed team and/or supervisor for each task, clearly describing each team member's responsibilities, for EPA's review.
- ii. Within 30 days of selecting design and construction teams to implement the alternative chosen from the Master Plan, the City shall submit the qualifications of the proposed team and/or supervisor for each task, clearly describing each team member's responsibilities, for EPA's review.
- iii. Within one hundred and eighty (180) days from the Effective Date of this AOC, the City shall ensure that any operator placed in direct responsible charge of the SJB WWTP possesses the equivalent of a state issued Grade III or greater wastewater operator certification. Within one hundred and eighty (180) days from the Effective Date of this AOC, the City will submit to EPA the name and verification of certification of the certified operator in charge of the SJB WWTP. Within ten (10) days of any change in the personnel in direct responsible charge of the SJB WWTP, the City will submit to EPA the name and verification of certification of the new, certified operator. The City shall have the option to use a contract operator to run the SJB WWTP, provided such contractor has the requisite certification equivalent to a state issued Grade III or greater wastewater operation certification.

V. FINAL REPORT AND TERMINATION OF THE AOC

23. Within thirty (30) calendar days after Respondent has fully completed and implemented the actions required by Section IV of this AOC, Respondent shall submit for the EPA's review and approval a final report (Final Report) that includes a description and timeline of all actions which have been taken to achieve compliance with this AOC and the CWA.

24. If the EPA determines, after review of the Final Report, that all the requirements of this AOC have been completed and implemented in accordance with this AOC, the EPA will provide notice to Respondent and this AOC shall be deemed terminated.

25. If the EPA determines that any requirement has not been completed and implemented in accordance with this AOC, the EPA will notify Respondent, provide a list of deficiencies, and require Respondent to modify its actions as appropriate to correct such deficiencies. If so required, Respondent shall implement the modified requirement(s) and submit a modified Final Report.

VI. SUBMISSIONS AND RECORD RETENTION

26. Respondent shall submit all written communications, including the Bi-Yearly Compliance Reports and any additional progress reports, electronically. Respondent shall submit all required reports and plans to the EPA and the Central Coast RWQCB in an electronic format that allows them to be searchable by key word. Respondent shall send all submittals to the following e-mail addresses. Submissions will be deemed made on the date they are sent electronically.

For EPA:

Adam Howell
U.S. Environmental Protection Agency
Enforcement Division (ENF 3-1)
75 Hawthorne Street
San Francisco, CA 94105
Tel. (415) 947-4248
Fax. (415) 947-3519
Howell.Adam@epa.gov

For Central Coast RWCQB:

Katie DiSimone
Central Coast Regional Water Quality Control
Board
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401
Tel. (805) 542-4638
Katie.DiSimone@Waterboards.ca.gov

27. All reports, notifications, documentation, and submittals required by this AOC shall be signed by a duly authorized representative of Respondent as specified by 40 C.F.R. § 122.22 and shall include the following statement:

“I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

28. Respondent shall preserve and retain all records and documents now in its possession or control, or which come into its possession or control, that relate in any manner to the performance of the tasks in this AOC, until five (5) years after termination of this AOC. Respondent shall also instruct its agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the tasks in this AOC.

VII. MODIFICATION

29. Any request for modification by Respondent shall include the reason(s) for the request and a timeline for completion. Modification of this AOC shall be in writing and shall take effect only upon approval by the EPA. Failure by Respondent to implement any modified requirement(s) shall be a violation of this AOC.

VIII. GENERAL PROVISIONS

30. This AOC is binding on Respondent and its officials, officers, directors, partners, agents, employees, attorneys, successors and assigns, and on all persons, independent contractors, consultants and contractors acting in concert with Respondent.

31. Respondent shall provide a copy of this AOC to any successor in interest to its control, operation, or any other interest in any portion of its Facility at least thirty (30) calendar days prior to the transfer, and shall simultaneously notify the EPA in writing, via e-mail, that such notice has been given. Within fourteen (14) calendar days after the effective date of this AOC or the date of contracting, whichever is later, Respondent shall provide a copy of this AOC to all contractors and/or consultants to perform any of the work described in Section IV. Respondent shall condition the transfer of control, operation or any other interest in any portion of its Facility and any contract related to the performance of the work described in Section IV upon successful execution of this AOC.

32. This AOC is not and shall not be construed to be a permit under the CWA, nor shall it in any way relieve or affect Respondent's obligations under the CWA, or any other applicable federal or state laws, regulations, and/or permits. Compliance with this AOC shall be no defense to any actions commenced pursuant to such applicable laws, regulations, or permits, nor does it constitute a release.

33. This AOC shall in no way affect the rights of the EPA or the United States against any person not a party hereto.

34. This AOC shall in no way limit or affect the EPA's authority to obtain information, and to enter, inspect, sample or monitor compliance under any law, permit, court order or agreement.

35. The provisions of this AOC shall be severable. If any provision is declared by a court of competent jurisdiction to be unenforceable, then the remaining provisions shall remain in full force and effect.

36. Respondent neither admits nor denies the factual allegations and legal conclusions set forth in Section III of this Order, except to the extent that those allegations provide the EPA with a jurisdictional basis to enforce this AOC.

37. Respondent consents to and agrees not to contest the EPA's authority or jurisdiction to issue and enforce this Section 309(a) AOC. Respondent waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may

have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

38. Failure to comply with the terms of this AOC may result in liability for statutory civil penalties under CWA Section 309(d), 33 U.S.C. § 1319(d), as modified by 40 C.F.R. Part 19. Upon suit by the EPA, a United States District Court may impose such penalties if the court determines that Respondent has violated the CWA as described above and failed to comply with the terms of this AOC. In determining the amount of any penalty the court will consider the seriousness of the violations, the economic benefit (if any) resulting from the violations, any history that Respondent may have of such violations, any good faith efforts that Respondent has made to comply with legal requirements, the economic impact a penalty may have upon Respondent, and such other matters as justice may require.

39. Issuance of this AOC is not an election by the EPA to forego any remedies available to it under the law, including without limit any administrative, civil or criminal action to seek penalties, fines, or other appropriate relief under the CWA. The EPA reserves all available legal and equitable rights and remedies to enforce any violations cited in this AOC, and the right to seek recovery of any costs and attorney fees incurred by the EPA in any actions against Respondent for non-compliance with this AOC.

40. In accordance with CWA § 309(a)(4), 33 U.S.C. § 1319(a)(4), the EPA will provide notice and a copy of this AOC to the State of California upon execution.

41. The undersigned signatory for Respondent certifies that he or she is authorized to execute this AOC and legally bind the Respondent.

IX. EFFECTIVE DATE

42. This AOC shall become effective on the date it is signed by the EPA.

IN THE MATTER OF:

City of San Juan Bautista, San Juan Bautista, California
DOCKET NO. CWA-309(a)-20-007

IT IS SO AGREED AND ORDERED:

FOR RESPONDENT

Mary Vazquez Edge
Mayor, City of San Juan Bautista

Date

IN THE MATTER OF:

City of San Juan Bautista, San Juan Bautista, California
DOCKET NO. CWA-309(a)-20-007

IT IS SO AGREED AND ORDERED:

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY
REGION 9

Amy C. Miller-Bowen
Director, Enforcement and Compliance Assurance Division

Date



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: TENANT AND UTILITY ASSISTANCE FUNDING WITH
FEDERAL CDBG CARES ACT FUNDS

DATE: August 18, 2020

DEPARTMENT HEAD: Don Reynolds, City Manager

Recommendation:

It is recommended that the City Council take two actions related to the establishment of a tenant and utility assistance program for low income residents:

1. Adopt the attached resolution approving a Memorandum of Understanding (“MOU”) with the City of Hollister and San Benito County to administer the City’s allocation of \$63,558 of CDBG-CV1 funding; and
2. Adopt the second attached resolution for the State Housing and Community Development Department (“HCD”) confirming the use of its CDBG-CV1 allocation for tenant and utility assistance for low income residents, and delegating the authority to execute related documents to the City Manager or the City’s delegates at the San Benito County to submit the application, administration of the program, and fiscal responsibilities on the City’s behalf.

Background:

The City is not eligible as an entitlement Community Development Block Grant recipient because its population is less than 50,000 residents. Instead, it has to compete through the State Department of Housing and Community Development (HCD”), on an annual basis to receive funding. This program was introduced to the City Council in December, when the annual deadlines were nearing.

But is often the case during a national disaster such as the current pandemic, the federal government created a special program within its Department of Housing and Urban Development - Community Development Block Grant (“CDBG”) administration. This new program is part of the CARES Act. CDBG received additional money to help victims that are of low-income status known as CDBG-CV1. On June 6, the Notice of Funding Availability was announced and San Juan Bautista was allocated \$63,558 of CDBG funds. It allows 17% to be used for administration of the grant, or \$10,805, leaving \$52,753 for services and projects.

The application track is very fast with numerous deadlines looming. On August 6, 2020, the City participated in a joint public hearing with Hollister and San Benito County to consider how these funds may be used. Because the County already has a tenant assistance program with a waiting list, and administers the utility assistance program for PGE, it seemed logical that the three agencies could work together and agree to fund these two programs for all County residents. The application is due August 30, 2020.

Discussion

In the past week, staff has been negotiating an MOU to structure the administration and delegate it to the County as the lead applicant. The City in this MOU is "Agency 3" and is agreeing to delegate to the County the application, administration and fiscal responsibility. In return, the City will host the County staff at the Library, to solicit interest in the program, receive applications, determine and confirm eligibility and disburse funds to those in need.

Attached is a description of the HCD tenant improvement program. With the State eviction and federal eviction moratoriums ending, the need to tenant and utility assistance is only growing on our City. The utility would mirror the PGE program but expand to include internet access, water and waste water utilities.

Staff attended a virtual a town-hall meeting hosted by HCD in June, and they recommended that small cities look to larger cities for help to administer an existing program instead of trying to establish new programs. With an August 30th deadline, there is no way city staff would be able to complete the application on time. This MOU and cooperative effort is the only way the City could use these funds.

Fiscal Impact

The CDBG CV1 grant, if accepted by HCD, will bring \$52,753 in assistance to City residents impacted by the pandemic.

Attachments:

1. MOU Resolution
2. HCD Resolution
3. Tenant Assistance Program

RESOLUTION 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF HOLLISTER AND SAN BENITO COUNTY TO ADMINISTER A FEDERALLY FUNDED TENANT AND UTILITY ASSISTANCE PROGRAM FOR ITS LOW-INCOME RESIDENTS

WHEREAS, the federal government delegated a portion of its CARES Act relief funds to its various departments, and the Department of Housing and Urban Development ("HUD") received a generous allocation as part of its Community Development Block Grant program referred to as "CDBG-CV19"; and

WHEREAS, typically, the City of San Bautista, being a city with a population below 50,000 residents, has to compete for CDBG funds through a program administered by the State Department of Housing and Community Development ("HCD"), but due to the State of Emergency caused by the pandemic, HCD has allocated \$63,558 to the city; and

WHEREAS, seventeen percent of the funds (\$10,805) can be used to administer this grant, most larger cities have experienced staff already practicing the federal administrative procedures and processes dictated by the CDBG regulations, but even with this contribution, the City does not have the capacity to efficiently administer this CDBG program; and

WHEREAS, HCD recommends that smaller jurisdictions partner with larger jurisdiction to make efficient use of the funds and to assure compliance with the federal regulations, and requires applications to be received no later than August 31st, 2020; and

WHEREAS, the City has sent a delegate to represent its interest in this regard to participate as a member of the County's Community Action Committee, so it makes sense that the City partner with the County and work together on a program that benefits both; and

WHEREAS, the City locally published a hearing notice for a joint community public hearing, staff represented the City with the City of Hollister and the County present, on Thursday August 6th, 2020, and at that hearing several ideas for the use of the CDBG -CV19 funds were considered, and the use of the funds for tenant and utility

assistance to low income residents received support from those that participated; and

WHEREAS, the staff of the City, City of Hollister and the County have drafted the attached memorandum of understanding for each elected body to consider, and staff is proposing that the attached "MOU" be agreed upon, authorizing the County to administer the CDBG -CV19 grant on behalf of the City (\$63,558), that the administrative costs allowed by the Grant (\$10,805) would pay for County staff to work in San Juan Bautista promoting the program and assuring that City residents receive the benefits intended for them (a net benefit of \$52,750).

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

SECTION 1. That the above recitals are true and correct.

SECTION 2. The City Council of the City of San Juan Bautista, hereby agrees with the terms, conditions in the attached MOU to administer a tenant and utility assistance program with this CDBG-CV1 allocation.

SECTION 3. The City Council directs and authorizes the City Manager to prepare and execute the MOU in time for the August 31st deadline.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Vazquez Edge, Mayor

ATTESTED:

Laura Cent, City Clerk

Attachment- City, City of Hollister and County MOU for CDBG CV19

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN BENITO, THE CITY OF
HOLLISTER AND THE CITY OF SAN JUAN BAUTISTA, FOR THE
OPERATION OF A RENTAL ASSISTANCE PROGRAM TO BE
FUNDED BY CDBG-COVID 19 GRANT FUNDS.**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the County of San Benito (hereinafter referred to as "Agency 1"), the City of Hollister, (hereinafter referred to as "Agency 2") and the City of San Juan Bautista, (hereinafter referred to "Agency 3). The address of Agency 1 is 1111 San Felipe Road, Suite #107, Hollister, CA 95023.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Parties will operate a rental assistance program to serve low and moderate income individuals and households within each of the three stated jurisdictions to be funded by the Community Development Block Grant (CDBG-CV19) as administered by the State of California Department of Housing and Community Development (Department. This rental and utility assistance program seeks funding in the total amount of \$316,267 from which the County of San Benito will be allocated \$101,532, the City of Hollister is to be allocated \$151,177 and the City of San Juan Bautista to be allocated \$63,558. The shared activity of rental and utility assistance will consist of conducting public outreach to the low- and moderate-income individuals and households residing in each of three jurisdictions who have been impacted by the Covid19 pandemic. Intake and assessment of applicants shall be determined for eligibility in the proposed rental assistance program. Upon establishing eligibility, appropriate staff shall determine the rental assistance to be provided in accordance with CDBG-CV 19 program requirements.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties' respective counties or municipalities and shall remain in full force and effect for not longer than 18 months from the date a standard agreement is executed. This MOU may be terminated, without cause, by either Party upon thirty days (30) written notice, which notice shall be delivered by electronic mail, hand or by certified mail to the address listed above.

4. **Responsibilities of Agency 1.** In consideration of delivering this primary responsibility, Agency 1 shall receive substantially all of the general administrative funds from Agency 3 grant allocation allowed by the CDBG-COVID-19 in order to

cover staffing, program costs and expenses of operating the rental assistance program for Agency 3. Agency 3 is in agreement for the general administrative costs to be used by Agency 1 for the purposes previously stated.

5. **Responsibilities of Agency 2.** Agency 2 shall receive all of the general administrative funds from its grant allocation allowed by the CDBG-COVID-19 in order to cover staffing, program costs and expenses of operating the rental assistance program for the City of Hollister. Additionally, Agency 2 shall cooperate in the preparation of the CDBG-COVID-19 grant application. This shall include conducting a public hearing for the low- and moderate-income residents living in the City of Hollister. Agency 2 shall also be responsible for providing any data or information to Agency 1 for purposes of record-keeping and reporting.

6. **Responsibilities of Agency 3.** The primary responsibility of Agency 3 shall be to cooperate in the preparation of the CDBG/COVID-19 grant application. This shall include conducting a public hearing for the low- and moderate-income residents living in the City of San Juan Bautista. Following an award of the grant application, Agency 3 shall further cooperate by conducting public outreach and referral of interested applicants to Agency 1. Agency 3 shall also be responsible for providing any data or information to Agency 1 for purposes of record-keeping.

7. **General Provisions**

A. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the County of San Benito Judicial District, California. __

D. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. Agency 1, Agency 2 and Agency 3 and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

H. CDBG Program Terms and Conditions. The Parties agree to administer all funding and activities identified in this MOU in compliance with the Standard Agreement executed with the Department for said activities and funding. The Parties agree that the County of San Benito, as the lead agency, shall be the executor of the Department's Standard Agreement, and that primary communication regarding the activity shall be the responsibility of the County of San Benito. It is the responsibility of the Parties to this MOU to communicate and transfer performance and regulatory requirements to applicable Parties, including contractors and subrecipients. Failure to administer funds and or activities in accordance with HUD regulations, and the terms and conditions identified in the applicable Standard Agreement will result in performance penalties toward all Parties of this MOU, and may result in repayment of expended CDBG funds in the event that the costs were determined to be ineligible, or that the funds failed to meet a National Objective, as identified in title 42 of United States Code, Section 5301 and title 24 of the Code of Federal Regulations section 570.483. _ _

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8. **Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Agency 1: County of San Benito:

Name and Title

Signature

Date

Agency 2: City of Hollister:

Name and Title

Signature

Date

Agency 3: City of San Juan Bautista:

Name and Title

Signature

Date

RESOLUTION NO. 2020- XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN
BAUTISTA APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020**

WHEREAS, On June 5, the City of San Juan Bautista learned that it is eligible to receive federal CDBG CARES Act funds (CDBG-CV1) administered by the State Department of Housing and Community Development (“HCD”); and

WHEREAS, On August 6, 2020, a duly noticed public hearing with low-income residents and local non-profit organizations serving this population, including those from San Juan Bautista occurred virtually by ZOOM, a recorded record of which is available from San Benito County; and

WHEREAS, at its regularly scheduled City Council meeting August 18, 2020, the San Juan Bautista City Council adopted a Memorandum of Understanding with the City of Hollister and San Benito County delegating the CDBG-CV1 application, administration and staffing of CDBG-CV1 eligible low-income tenant and utility assistance program to the County; and

WHEREAS, it is required by HCD that the City Council also approve its own resolution and submit this with its application to the HCD verifying its commitment to administer the CDBG-CV program to its low income residents and further described in the application completed on behalf of the City by the County pursuant to the conditions set forth in the MOU.

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

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of by the County of San Benito on its behalf, an application in the aggregate amount, not to exceed, of \$63,558 for the following CDBG-CV1 activities, pursuant to the June 2020 CDBG-CV1 NOFA:

Administration (17%)	\$ 10,805
Public Service- Tenant and Utility Assistance	\$ 52,753

SECTION 2:

The City hereby approves the use of Program Income, but does not anticipate there being any, in an amount not to exceed \$0 for the CDBG-CV1 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application as noted in the Recitals above.

SECTION 4:

The City hereby authorizes and directs the City Manager designee as authorized in the Memorandum of Understanding approved by the City Council August 18, 2020, Resolution No. 2020- _____ delegating the County to apply jointly with and on behalf of the City, to execute and deliver all applications and act on the City's/County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the City of San Juan Bautista held virtually via ZOOM, of August 18, 2020, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

CITY OF SAN JUAN BAUTISTA

Mary Vazquez Edge, Mayor

ATTESTED:

Laura Cent, City Clerk

I HEREBY CERTIFY that the foregoing resolution was duly and regularly passed and adopted by the City Council of the City of San Juan Bautista at a regular meeting thereof held on the 18th day of August, 2020, and that the foregoing is a full, true and correct copy of said Resolution.

STATE OF CALIFORNIA

City/County of _____

I, _____, City/County Clerk of the City/County of _____, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council/Board of Supervisors on this __ day of _____, 20__.

Name, City/County Clerk of the City/County of _____, State of California

By: _____
Name and Title

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0030
(916) 319-2030
FAX (916) 319-2130

DISTRICT OFFICE
60 WEST MARKET STREET, SUITE 110
SALINAS, CA 93901
(831) 759-8676
FAX (831) 759-2961

Assembly California Legislature



ROBERT RIVAS
ASSEMBLY MEMBER, THIRTIETH DISTRICT

COMMITTEES
AGRICULTURE
APPROPRIATIONS
GOVERNMENTAL ORGANIZATION
LOCAL GOVERNMENT
RULES

October 8, 2019

Bob Franzoia
Acting Director
California Dept. of Transportation
1120 N Street, Mail Stop 49
Sacramento, CA 95814

RE: The City of San Juan Bautista's First Active Transportation Plan

Dear Director Franzoia:

On behalf of my constituents and San Juan Bautista's residents, I am pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application. This Active Transportation Plan finalizes its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. The plan will aim to improve safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around historic San Juan Bautista. The Active Transportation Plan also considers future growth area across State Route 156, connecting to Fremont and DeAnza Trail State Parks. Preparing this plan will allow the San Juan Bautista to pursue state grants and public-private partnerships to implement road and safety improvements more easily.

I firmly believe it is important to support the transportation needs in the rural parts of California. That is why I also supported the San Benito Council of Governments (SBCOG) work with a CalTrans to study the safety of State Route 156 in San Juan Bautista. San Benito County has recently become a self-help county, and is committed to creating safe, active and healthy environments in historic San Juan Bautista. I believe that providing safe options to get to and from historic tourist attractions, parks, libraries, schools, transit centers and across the busy SR 156 will create a higher quality of life and a healthy environment for all of our guests and residents.

I respectfully urge CalTrans to award the historic City of San Juan Bautista with this important grant. I look forward to working with the City of San Juan Bautista on projects that improve transportation viability for our residents and guests.

Please feel free to contact me or my staff, Dylan Lomanto with any questions (916) 319-2749.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a horizontal line and a small 'x' mark, and then another stylized 'R' followed by a horizontal line.

Robert Rivas
Assemblymember, 30th District



*Council of
San Benito
County Governments*

October 7, 2019

Don Reynolds
City Manager
City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

RE: Proposal for the City of San Juan Bautista's First Active Transportation Plan


Dear Mr. Reynolds:

The Council of San Benito County Governments is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will be an Active Transportation Plan that will support the City's future investments in active transportation. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and DeAnza Trail State Parks. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

COG was awarded a grant in the last program cycle that studies the safety of Highway 156 in San Juan Bautista, and after the relinquishment of the old Hwy 156 next year. Our efforts under that grant will complement the development of the City's Active Transportation Plan. San Benito County has recently become a self-help County, and is committed to creating safe, active and healthy environments in historic San Juan Bautista. We believe that providing safe, convenient and comfortable facilities and options to get to and from regional historic tourist attractions, parks, libraries, schools, transit centers, across the busy Hwy 156 will create a more livable, walkable and bicycle-friendly environment for all of our guests and residents.

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant and look forward to working with the City on projects that improve transportation options for our residents and guests.

Sincerely,


Mary Gilbert

Executive Director

Council of San Benito County Governments

330 Tres Pinos Road, Suite C7* Hollister, CA 95023 * Phone: 831-637-7665 * Fax: 831-636-4160
www.SanBenitoCOG.org



AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT
District Office

2300 San Juan Highway, San Juan Bautista, CA 95045
Tel: 831-623-4500 fax: 831-623-4907
www.asjUSD.k12.ca.us

SUPERINTENDENT

Michele Huntoon

BOARD OF EDUCATION

Jennifer Colby, Ph.D. ♦ Anissa Dizon ♦ Monica Martinez-
Guaracha ♦ Drew McAlister ♦ Casey Powers

BUSINESS SERVICES MANAGER, CBO

Mariana Solomon

October 9, 2019

Don Reynolds
City Manager
City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

RE: The City of San Juan Bautista's First Active Transportation Plan

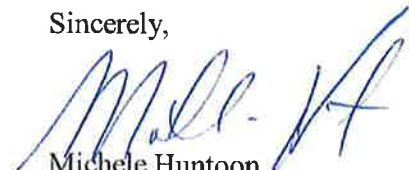
Dear Mr. Reynolds:

The Aromas-San Juan School District (District) is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will be an Active Transportation Plan. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and DeAnza Trail State Parks. We understand that by preparing this plan, the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

The District has an enrollment of 1,025 Students, and approximately ### live in San Juan Bautista. About 75 4th graders within our jurisdiction come to visit the historic State park and Mission every year. Connecting the City's parks, library school, and other historic assets will help unify the City while it grows.

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this significant grant and look forward to working with the City on projects that improve transportation options for our students and families.

Sincerely,


Michele Huntoon
Superintendent



lift your spirit

October 9, 2019

Don Reynolds
City Manager
City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

Jill Pagan
Chair

RE: The City of San Juan Bautista's First Active Transportation Plan

Robert Quaid
Treasurer

Dear Mr. Reynolds:

Heidi Balz
Secretary

San Juan Committee is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will be Active Transportation Plan. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and Juan Bautista de Anza National Historic Trail. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

B. Meamber
Director

M. Martinez
Director

The San Juan Committee is another excellent example of the power of volunteerism in San Juan Bautista. We are represented on the Strategic Planning Committee and help promote economic development and tourism in our village. We represent 138 business, property owners, and promote 70 special and ongoing events annually for the City.

C. Mansmith
Director

W. Guilbert
Director

We believe that providing safe, convenient and comfortable facilities and options to get to and from regional historic tourist attractions, parks, libraries, schools, transit centers, across the busy Hwy 156 will create a more livable, walkable and bicycle-friendly environment for all of our visitors, guests and residents.

J. Nichols
Director

M. Tankersley
Director

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant and look forward to working with the City on projects that improve transportation options for our residents and guests.

Sincerely,


Jill Pagan, Chair
San Juan Committee



October 9, 2019

Don Reynolds
City Manager, City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

RE: The City of San Juan Bautista's First Active Transportation Plan

Dear Mr. Reynolds:

The San Benito County Economic Development Corporation (SBCEDC) is pleased to provide this letter of support for the City of San Juan Bautista's (City) Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will be Active Transportation Plan. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and DeAnza Trail State Parks. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

The SBCEDC's mission is to promote economic growth and development in San Benito County through business attraction, retention, expansion and creation. Connecting the City's parks, library school and other historic assets will improve the quality of life for the City's residents and further enable the City to retain a skilled workforce for businesses both in the City and the region. In addition, improve connectivity will certainly incentivize the many visitors to the City to stay and play longer, which is good for the tourism-based segment of our regional economy.

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant and look forward to working with the City on projects that improve transportation options for our students and families.

Sincerely,

Randy L. Starbuck
Interim Executive Director
San Benito EDC



San Benito County Office of Education

Krystal Lomanto, County Superintendent of Schools

460 Fifth Street | Hollister, California 95023 | 831.637.5393 | FAX 831.637.0140

October 9, 2019

Don Reynolds
City Manager
City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

RE: The City of San Juan Bautista's First Active Transportation Plan

Dear Mr. Reynolds:

The San Benito Office of Education is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will be Active Transportation Plan. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and DeAnza Trail State Parks. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

The SBCOE has an enrollment of 11,500 Students, and 1,027 live in San Juan Bautista. All 76 of 4th graders within our jurisdiction come to visit the historic State park and Mission every year. Connecting the City's parks, library school and other historic assets will help unify the City while it grows.

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant and look forward to working with the City on projects that improve transportation options for our students and families.

Sincerely,

A handwritten signature in black ink, appearing to read "Krystal Lomanto".

Krystal Lomanto
County Superintendent of Schools



COUNTY OF SAN BENITO

ADMINISTRATIVE OFFICE

481 FOURTH STREET, HOLLISTER, CA 95023 (831) 636-4000 FAX: (831) 636-4010 www.cosb.us

RAY ESPINOSA, COUNTY ADMINISTRATIVE OFFICER

EDGAR NOLASCO, DEPUTY COUNTY ADMINISTRATIVE OFFICER

Stewart Patri
Budget Officer

Dulce Alonso
Management Analyst

Lauren Hull
Management Analyst

Lorena Moreno
Executive Secretary

October 9, 2019

Don Reynolds
City Manager
City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

RE: The City of San Juan Bautista's First Active Transportation Plan

Dear Mr. Reynolds:

San Benito County is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will be Active Transportation Plan. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and DeAnza Trail State Parks. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

In October 2000, the City convened a design charrette that considered annexation of several hundred acres between the current incorporated boundary and the De Anza Trail Head and Fremont Peak State Park and campground. We will work the City and LAFCO to explore this concept further using its SB2 Grant targeted at specific plans and completing the CEQA process. Several hundred new single-family housing units are considered as part of this growth plan. There is a great potential to develop affordable housing as well, if they can be connected to the necessary amenities needed to qualify for the tax credits. The ATP plan will connect these ideas to the downtown using three different possible routes (with reference to the intersection being studied by the SB-COG using its Cal Trans Grant).

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant and look forward to working with the City on projects that improve transportation options for our residents and guests.

Sincerely,

Edgar Nolasco, Deputy CAO
County of San Benito

SAN BENITO HEALTH FOUNDATION

Community Health Center

351 FELICE DRIVE

HOLLISTER, CALIFORNIA 95023

(831) 637-5306 • FAX (831) 637-9640

October 11, 2019

Don Reynolds
City Manager
City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

RE: The City of San Juan Bautista's First Active Transportation Plan


Dear Mr. Reynolds:

The San Benito Health Foundation is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will be Active Transportation Plan. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and DeAnza Trail State Parks. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

The City's grant application is consistent with the Health Foundation's vision to for a safe and healthy San Benito County where health disparities do not exist, people have access to care, and have the knowledge and skills to make healthy choices. The SBHF is a leader among alliances and partnerships that foster a climate of thoughtful change and create solutions for maintaining our community safe and healthy. We are investing in a new health center in San Juan Bautista and the ability of our clients to choose active transportation to receive these services is critically important to us. This bike and trail system is long overdue for the "City of History!"

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant and look forward to working with the City on projects that improve transportation options for our students and families.

Sincerely,


Rosa Vivian Fernandez, MPH, FACHE
President & CEO



SAN BENITO COUNTY BUSINESS COUNCIL

President

Bob Tiffany

Vice Presidents

N. Graham Mackie

Scott Fuller

San Juan Oaks Golf Club

Jim Gillio

Central Ag Supply

Robert Rodriguez, II

RJR Environmental
Professional Services

Damon Felice

Felice Consulting Services

Donna Haynes

Emergency Vehicle Specialists

VP Finance

Mike Grace

Grace CPAs, LLP

Board Members

Anderson Homes

Association of Monterey

Bay Area Governments

Breen Law Firm, PC

Bristol SB LLC

Century Communities

Charter Communications

City of Hollister

City of San Juan Bautista

CMTC

Community Foundation for

San Benito County

Edward Jones- Kyle A. Sharp

Economic Development

Corporation of San Benito

County

Eden Housing

Filice Farms

Gavilan College

George Chiala Farms

Graniterock

Guerra Nut Shelling

Hazel Hawkins Hospital

Hollister Downtown

Association

Hollister Enterprise, LLC

Hollister School District

Intero Real Estate

John Smith Road Landfill

JNM Company

Commercial Real Estate

JRG, LLP Attorneys at Law

Lands of Churchill

Monterey Bay Community

Power

Monterey County Business

Council

Nino Real Estate

PG&E

Pinnacle Strategy

Rabobank

Richland Communities

Ruggeri, Jensen & Azar

Salinas Valley Chamber

of Commerce

San Benito & Santa Clara

County Building & Trades

Council

San Benito County

San Benito County

Chamber of Commerce

San Benito County

Farm Bureau

San Benito Heating &

Sheetmetal

San Benito High School District

Sierra Pacific Associates

Sunnyslope County

Water District

Tanimura & Antle

Teknova

TriCal, Inc.

Union Bank

October 8, 2019

Don Reynolds, City Manager

City of San Juan Bautista

311 2nd Street

San Juan Bautista, CA 95045

Via email: citymanager@san-juan-bautista.ca.us

Re: Support for City of San Juan Bautista's First Active Transportation Plan

Dear Mr. Reynolds,

The San Benito County Business Council is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application. The application is the final step in its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan, ultimately creating the Active Transportation Plan.

We understand that this plan will look at improving safety, access and mobility options for all users. It will encourage walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont and DeAnza Trail State Parks. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

The SBBC connects hundreds of business, government, agency and community leaders to actively contribute to the economic vitality and wellbeing of the communities of San Benito County.

Connecting the City's parks, library, school and other historic assets will certainly support businesses located in the downtown historic district, as well as improve the quality of life of local residents and employees. It will also incentivize visitors to stay, spend and play longer (and maybe start and/or grow a business!) in San Juan Bautista.

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant, and we look forward to working with the City on projects that improve transportation options for our students and families.

Please advise what we may do to further assist your efforts on this and other opportunities to support the economic vitality and improve the quality of life in San Juan Bautista.

Sincere regards,

Bob Tiffany

President

CC: San Juan Bautista City Council



October 9, 2019

Don Reynolds, City Manager
City of San Juan Bautista
311 2nd Street, San Juan Bautista, CA 95045

RE: The City of San Juan Bautista's First Active Transportation Plan

Dear Mr. Reynolds:

R.E.A.C.H. San Benito Parks Foundation is pleased to provide this letter of support for the City of San Juan Bautista's Caltrans Sustainable Communities Planning Grant application to finalize its volunteer effort to create a bike and trail program in alignment with its Parks Master Plan. In the end, this "Plan" will also be an Active Transportation Plan. We understand that this plan will look at improving safety, access and mobility options for all users, and encouraging walkable, transit-supportive development in and around its historic Downtown, and across Highway 156 into its future growth area, connecting to Fremont Peak State Park and the Juan Bautista de Anza National Historic Trail, a San Benito County Recreation Trail. We understand that by preparing this plan the City will be better positioned to pursue state grants and public-private partnerships to implement improvements.

'The mission of R.E.A.C.H. San Benito Parks Foundation is to support outdoor adventure and health, raise funds and advocate for more and improved, sustainable parks and recreation facilities, bike ways and trails, programs and services, ensuring healthy living for all in our San Benito County community.' We support the City of San Juan Bautista in applying for the Caltrans Sustainable Communities Planning Grant in light of the fact that new zoning at the 101 corridor along the Pajaro River will be designated as an official section of De Anza National Historic Trail, bringing interest to the Bicycle/Pedestrian path into San Juan and connecting it's 'sister section' across Hwy 156. Planning at this point is essential, as one can clearly see.

I am also on the SBC COG Bicycle/Pedestrian Committee, working with a Cal Trans Sustainable Transportation Grant that studies the safety of Highway 156 in San Juan Bautista, after the relinquishment of the old Hwy 156 next year. We believe that providing safe, convenient and comfortable facilities and options to get to and from regional historic tourist attractions, parks, libraries, schools, and transit centers, across the busy Hwy 156 will create a more livable, walkable and bicycle-friendly environment for all of our guests and residents.

We strongly encourage Caltrans to provide the historic City of San Juan Bautista with this important grant and look forward to working with the City on projects that improve transportation options for our residents and guests.

Sincerely,

Valerie J. Egland

Board President, R.E.A.C.H. San Benito Parks Foundation

info@reachsanbenito.org
www.reachsanbenito.org

4. Project Management

A. Scope of Work

San Juan Bautista Active Transportation and Community Connectivity Plan

INTRODUCTION

The City of San Juan Bautista is located in the northwest portion of San Benito County, near the Monterey County and Santa Clara County borders. The small, compact City provides a variety of housing, shopping, jobs, attractions, recreation opportunities, and natural resources for its residents and visitors alike. With less than 3,000 residents, San Juan Bautista is a small town with limited resources that has always prided itself on its identity as a historic village. Also, as one of only two incorporated cities in San Benito County, San Juan Bautista is the base for much of the County's agriculture industry. The City is the home of Mission San Juan which is visited by thousands of people each year. San Juan Bautista also offers other unique assets — the geography of the surrounding hills and mountains, historic downtown, proximity to the Silicon Valley, proximity to the Juan Bautista De Anza trail and Fremont Peak State Park and pleasant year-round climate — all of which make it an attractive place to live, work, and retire.

During the 1990s and into the new millennium, the County of San Benito experienced substantial growth pressures primarily reflecting the spillover of employees from Santa Clara County and the Silicon Valley seeking less expensive housing within commute distances. The cost of living in San Benito County remains relatively high (particularly in relation to household incomes) due to its proximity to employment centers in the Silicon Valley, and, as such, the residents of San Juan Bautista continue to experience increased housing prices, overpayment, and overcrowding. Compounding this issue is the need to find ways to upgrade existing housing and reinvest in infrastructure to serve those homes and businesses.

San Juan Bautista is a small city with a population of less than 2,300 people with limited resources and a mix of income levels. 54 percent of the population is of Hispanic origin. While the City as a whole has a median household income of \$66,833 (U.S. Census Bureau, American Community Survey, 2017), about 95% of the state's median household income, it is far below the median household income for the nearby San Jose/Sunnyvale/Santa Clara Metro Area of \$105,809 (ACS, 2017). Furthermore, the median housing income for a census block group in the City representing 57 percent of the population is 87% of the state average. It is also worth noting that San Juan Bautista has a higher proportion of seniors than San Benito County as a whole. At the other end of the spectrum, the City has a high concentration

of children under 5. The challenges faced by some residents of the City can be seen in the fact that 64 percent of students attending San Juan Elementary School are eligible for free and reduced-price meals.

The City has also suffered from lack of investment in transportation and utility infrastructure which, among other things, has resulted in disconnected dead-end streets and piecemeal development. With limited resources and a very small staff, the City has never prepared a bicycle or pedestrian master plan. While the City's compact size lends itself to active transportation, the lack of connectivity and lack of sidewalks and bicycle facilities makes it a challenge for residents that want to walk or ride a bicycle. Connectivity is also hampered by State Route 156 which cuts the City off from a growing neighborhood to the south.

SR 156 experiences significant congestion during peak hours as commuters travel to and from coastal cities to the west and the City of Hollister and other destinations in the Central Valley to the east. Caltrans has a plan to address the congestion through the San Benito 156 Improvement Project which would widen the highway from The Alameda in San Juan Bautista east about 5 miles to Hollister. In anticipation of that project, the Council of San Benito County Governments (COG) is currently in the process of preparing a plan that will examine multimodal connections with SR 156 as it passes through the City of San Juan Bautista. The "State Route 156 Multimodal Enhancement Study" was awarded a Sustainable Communities Planning grant in 2018 and will be key in addressing movement by all modes between the northern and southern parts of the City.

The timing for this project is perfect as this study will build on the COG study by developing a plan that looks beyond connections to and across SR 156 to develop a comprehensive active transportation plan for all of San Juan Bautista. The compact size of the City — less than one square mile — makes it an excellent candidate for walking and bicycling. The City will take initial trail, bicycle and pedestrian improvements in the draft Parks Master Plan created by local volunteers and conduct an intensive participatory planning effort to prepare a community-driven active transportation and connectivity plan that reduces vehicle miles traveled, GHG emissions, and improves safety for all modes of travel. The Plan will connect the City's library, three parks, San Juan Bautista Mission and State Historic Park, De Anza Trail, Fremont Peak State Park, its elementary school and future growth areas.

RESPONSIBLE PARTIES:

The City of San Juan Bautista is the proposal applicant and will be the grant recipient. The City will partner with the Local Government Commission (LGC), a 501(c)3 non-profit organization. LGC is included as a sub-applicant on the grant proposal to assist with managing the project and with the public engagement process.

The City will select a technical consultant (or team of consultants) through a competitive bid process to produce the plan. The selected consultant will have expertise in multimodal transportation planning, traffic and civil engineering, landscape architecture and urban design.

The roles and responsibilities of the City, LGC and the consultant team are detailed below.

City of San Juan Bautista

The City is the lead applicant for the project. The City will execute the Restricted Grant Agreement with Caltrans and execute contracts with its sub-applicant and consultant team. The City will conduct a competitive bid process to select the consultant. The City will provide staffing support to meet the 11.47 percent local match. Staff will coordinate with Caltrans District staff and other project partners and agencies, participate in community engagement activities, attend meetings, provide data and policy documents, review consultant products, and direct revisions. City staff will prepare quarterly invoices and reports to Caltrans with support from LGC. Staff will also coordinate with partners to help publicize the project and ensure public participation in all aspects of the community planning process.

Local Government Commission (LGC)

LGC will assist with project management and coordination of the RFP process for consultant selection. LGC will organize the community engagement events, develop publicity materials with local input, and document public input for inclusion in the resulting plan document. LGC staff will facilitate community engagement activities including workshops, walk audits and bicycle audits, and pop-up events. LGC staff has extensive experience in public engagement in planning processes, multi-modal transportation planning and community design. Since 2001, LGC staff has worked on over 70 planning projects funded by Caltrans throughout the state. LGC staff also conduct workshops on Designing for Pedestrian Safety (for the Federal Highway Administration), Safe Routes to School (for the National Center for SRTS), and Complete Streets (for the National Complete Streets Coalition). LGC has staff that is fluent in Spanish and can conduct meetings and workshops in English and Spanish.

Consultant

The selected consultant (or team of consultants) will be responsible for technical analysis, documentation mapping and evaluation for the project. The consultant will analyze and document baseline conditions for street connectivity, walking and bicycling, and traffic safety and operations, will actively engage in the public process, will develop design concepts and recommendations to improve safety that respond to input from the community

and implementing and overseeing agencies, and prepare the plan document. Core components of the plan will include:

1. An overall framework plan depicting the City's street and pedestrian and bicycle route network connecting neighborhoods, schools, parks, downtown and other important community destinations, with proposed improvements to priority segments for pedestrian and bicycle access, mobility and safety. The plan will look at routes that youth use to get to and from school within the City and in neighboring cities.
2. Design tools for improvements to streets, sidewalks, trails and other public spaces such as curb ramps, crosswalks, curb extensions, wayfinding signage, landscaping and traffic calming and traffic control devices for universal access.
3. Conceptual designs for short- and long-term site, street, sidewalk and other infrastructure improvements suitable for future funding programming and grant applications; and,
4. A phasing plan and funding strategy for prioritized projects, programs and action steps.

OVERALL PROJECT OBJECTIVES:

The project and resulting products will address a variety of community sustainability and livability objectives, including:

- Develop a comprehensive understanding of pedestrian and bicyclist needs and issues for residents of all ages and abilities.
- Prioritize areas for pedestrian and bicycle improvement based on a comprehensive set of criteria, focusing on disadvantaged neighborhoods and streets surrounding the local school and popular destinations.
- Engage and solicit input from community stakeholders and elected officials regarding high priority multi-modal mobility needs.
- Evaluate the existing bicycle network and identify gaps in the existing conditions.
- Identify pedestrian and bicycle linkages to and from the City's library, elementary school, three parks, San Juan Bautista Mission and State Historic Park, De Anza Trail, Fremont Peak State Park, and future growth areas.
- Develop a prioritized list of local bikeways.
- Coordinate proposed projects with planning for Highway 156 following construction of the bypass.
- Provide a toolbox of active transportation guidelines and treatments.
- Provide an overview of active transportation funding opportunities.
- Provide an ATP-compliant master plan for active transportation empowering the City to begin implementation through maintenance and capital projects as well as to pursue opportunities for implementation funding.

Task 1. Project Planning and Coordination

The City will initiate the project, assemble the project team, and establish a schedule and process for project management meetings and updates to District 5 staff.

Task 1.1: Kick Off Meeting with Caltrans

The City will schedule a project kick-off meeting with Caltrans to review the scope of work for the grant, Consultant selection process, grant reporting, invoicing and other elements of the grant requirements.

Responsible Party: City of San Juan Bautista

Task 1.2: Assemble Project Management Team

The City will designate a staff member as project manager for oversight and operations. City staff will prepare and execute an agreement with the Local Government Commission (LGC), the sub-applicant on this grant, that will assist with project management, outreach and community engagement.

Responsible Party: City and LGC

Task 1.3: Procure Consultant

The City, with assistance from LGC, will prepare a request for proposals to solicit a consultant or team of consultants with the necessary technical expertise to develop the plan. The RFP will follow the proper procurement procedures established by Caltrans for these projects.

Responsible Party: City and LGC

Task 1.4: Project Team Kick-off Meeting

An in-person project kick-off meeting will be held in San Juan Bautista with City staff, LGC and the selected consultant to discuss the goals of the project and role of each entity. Administrative items will be discussed such as communication protocol, access of information and technical data, meeting frequency, progress reporting, scheduling and invoicing, and other relevant project information. Caltrans District 5 and COG staff will be invited to participate in the meeting. Following the meeting the group will tour the study area. A summary of the meeting will be provided with key action items identified.

Responsible Party: City and LGC

Task 1.5: Project Team Meetings

Monthly project management status meetings (and more frequent meetings during high intensity activity phases) with City staff, LGC and Consultant team members will be held to ensure regular and consistent communication and determine course adjustments as needed for orderly progress on upcoming tasks. Caltrans District 5 staff will be invited to

participate. The City and LGC will be available for periodic grant progress check in meetings with District staff as Caltrans deems appropriate.

Responsible Party: City and LGC

Task	Deliverable
<i>1.1</i>	<i>Meeting notes</i>
<i>1.2</i>	<i>Copy of signed agreement</i>
<i>1.3</i>	<i>Copy of RFP, Consultant contract</i>
<i>1.4</i>	<i>Meeting notes</i>
<i>1.5</i>	<i>Meeting notes</i>

Task 2. Community Outreach

The City and LGC will identify key stakeholders, assemble an advisory group, develop an outreach and engagement strategy, and produce and distribute outreach materials.

Task 2.1: Project Stakeholder List

LGC, with support from the City, will assemble a stakeholder list of City, County, and San Benito COG public officials and agency staff, businesses, community organizations, advocacy groups, neighborhood leaders and residents, the school district, property owners and other interest groups that reflect the demographics and perspectives of City residents. Special efforts will be made to identify agencies and organizations that work with disadvantaged communities.

Responsible Party: LGC

Task 2.2: Project Advisory Group

LGC and the City will establish an advisory group of approximately 12 individuals for project guidance. Participants will include representatives from local and regional agencies and other organizations and groups from the stakeholder list developed under Task 2.1. Caltrans District staff will be invited to participate in all meetings. The group will identify important sensitivities to consider and pertinent information regarding the conditions, history, and needs of the community. It will help determine strategies for engaging all segments of the community and maximizing participation at public events, as well as opportunities for coordination and synergy with other community initiatives and planning activities impacting the community. Meetings will also provide a venue for discussion of plan concepts and strategies for plan implementation. The group is anticipated to meet on three occasions during the course of the project, with the possibility of additional meetings as needed.

- The first meeting is anticipated approximately 3 to 4 months before the community engagement events. Topics will include: key issues to address, problem areas to study, locations with the greatest safety challenges, scheduling and location for outreach events, key stakeholders to invite, and strategies for engaging underserved residents.
- The second meeting is anticipated approximately 1 to 2 months before the engagement events. The agenda will focus on review of existing conditions prepared by the consultant team and outreach and planning for the events.
- The third meeting is anticipated approximately one to two months following the community engagement events described under Task 4 below to review proposed concepts developed during and after the engagement events.

Responsible Party: City and LGC

Task 2.3: Community Engagement Plan

Following the first Advisory Group meeting, LGC, with input from the City, will prepare an engagement plan that will spell out steps to reach out to and engage community members. The plan will consider traditional and dynamic methods to engage the community while considering inclusiveness of underserved portions of the City that may not fully understand the role that City and public agencies play in guiding and supporting improvements to active transportation. Communication with various health, safety, walkability, and other interested advocacy organizations will be ongoing as progress is made toward key project milestones. The plan will include a schedule with timing for release, distribution and placement of publicity items and a list of potential co-sponsors and co-promoters to assist with outreach and development of festive activities (e.g., donated local food and entertainment) to maximize participation and positive input at community events.

Responsible Party: LGC

Task 2.4: Produce and Distribute Outreach Materials

LGC will work closely with the City and advisory group members to identify and implement effective outreach and publicity methods to ensure public awareness and participation in the community events. Specific tasks will include:

- **Materials.** LGC will produce flyers and posters publicizing events for community-wide distribution. All materials will be produced in English and Spanish.
- **Distribute.** Advisory group members, County Chamber of Commerce, library, State Parks, local businesses and civic organizations will be asked to distribute flyers and information about the engagement events through their networks and at meetings and festivals. San Juan School will be asked to send announcements and flyers home with elementary school students.
- **Media.** Announcements and press releases will be distributed to local media. The City will work on setting up changeable message signs or banners announcing events. Announcements, project information, presentations and plan documents will

be posted on the City web site, and events will be publicized on social media platforms and through newsletters.

Responsible Party: LGC and City

Task	Deliverable
2.1	<i>Stakeholder list</i>
2.2	<i>Participant list, Meeting notes</i>
2.3	<i>Engagement plan</i>
2.4	<i>Outreach materials, Distribution summary</i>

Task 3. Data Collection/Opportunities and Constraints Analysis

The consultant will collect, organize and summarize policy, infrastructure, demographic and community data to establish a baseline for development of the plan.

Task 3.1: Policies, Plans, Projects and Programs Inventory

The consultant will inventory and review local and regional plans and projects that address active transportation and coordinated transportation and land use planning, including but not limited to: San Juan Bautista 2035 General Plan and 2015-2019 General Plan Housing Element, Draft Parks Master Plan, San Benito Route 156 Improvement Project, San Benito Regional Transportation Plan, 2009 San Benito County Bikeway and Pedestrian Master Plan, and 2013 Monterey Bay Area Complete Streets Guidebook. The consultant will also coordinate with the County, San Benito COG and Caltrans District staff to understand the future expenditures specific to active transportation projects that could affect the recommendations for the plan.

LGC and the consultant will reach out and coordinate with San Juan School, San Benito COG and County and local health organizations to document student safety, education, and encouragement programs implemented at the local school level or district-wide. LGC staff will reach out to health agencies and organizations to identify current healthy community advocacy and education programs available to the residents of San Juan Bautista that may be integrated into future active transportation programs.

The consultant will provide a technical memorandum summarizing existing and future policies, plans, projects and programs.

Responsible Party: Consultant

Task 3.2: Existing Conditions

The consultant will compile and examine existing traffic safety, circulation and operations issues for pedestrians, bicyclists and motorists and develop socio-demographic analysis related to the need, demand, and potential for walking and bicycling (e.g. vehicle ownership, gender, age, etc.) using available existing data. In addition, the Consultant shall evaluate the following:

- Collection and review of available GIS data. The consultant will be responsible for integrating available data, and generating data where none currently exists, to develop GIS layers necessary for base mapping and design. The Consultant will work directly with City staff for layering and formatting of GIS layers.
- Evaluate existing bicycle and pedestrian trips using the Strava bicycle and pedestrian activity data; Review pedestrian and bicycle activity data available from the City including traffic data collected by the City, Safe Routes to School information and available bicycle data from recently completed studies or reports.
- Evaluate collision data using recognized statewide standardized data to map injuries and fatalities to pedestrians and bicyclists in traffic collisions.
- Identify key destinations such as schools, parks, job centers, tourist destinations, and other regional activity centers. The consultant will work with the City to identify end-of-trip facilities, wayfinding, and adopted policies serving to support and encourage active transportation travel.

The consultant will prepare base maps for design and analysis work and for use by residents at engagement activities. The consultant will provide a technical memorandum summarizing the socio-economic and data review for City review. The mapping for existing conditions analysis will be consistent with Statewide ATP requirements.

Responsible Party: Consultant

Task	Deliverable
3.1	<i>Plan inventory and technical memorandum</i>
3.2	<i>Data analysis, Technical memorandum on existing conditions, Base maps</i>

Task 4. Community Engagement

As with any community planning or development process, the community engagement efforts for this project will help to affirm community values, needs and aspirations and ultimately drive the development of the final plan so that it reflects and advances the

community's vision for the future. To support this goal, LGC will work closely with the City to conduct a series of activities to engage residents.

A multi-day charrette is the centerpiece of the community-based planning effort and will consist of multiple public engagement activities over a concentrated period of time. The purpose of the charrette will be to identify goals, objective and guiding principles for the plan while beginning to identify proposed design solutions. LGC will organize and facilitate the events with the consultant team working alongside throughout, listening and translating the input into design concepts and improvements to include in the plan.

Design charrettes consist of a series of events that can include: highly interactive workshops, exercises, walkability and bicycling audits, stakeholder meetings, design table exercises and other activities that provide residents and key stakeholders a direct role in developing a plan for the future. By concentrating activities over a short period of time, charrettes help capture attention, encourage involvement of everyday residents, and create a "buzz" that draws more interest from the community and the media. The iterative process used in a charrette also helps develop cross-agency and cross-community sector buy-in and support for the resulting plan and its recommendations.

Task 4.1: Agenda Development and Logistics

LGC, in coordination with the City, advisory group and consultant, will develop a detailed agenda for the design charrette events and activities. The City and LGC, with help from the advisory group and co-sponsors, will arrange facilities and food (in accord with grant guidelines for eligible snack and refreshment expenses), and other supporting promotional and celebratory activities.

Responsible Party: LGC

Task 4.2: Community Design Charrette

The LGC, City and Consultant will organize a three-day community design charrette. The draft schedule of activities will include:

- Approximately 3-4 small group meetings with key stakeholders (e.g., government agencies, community service providers, school district and students, businesses, emergency responders, multifamily residents, etc.) to gain a better understanding of the concerns and issues. Meetings are typically 60-90 minutes in length.
- Kick-off community workshop, typically on a weekday evening to ensure broad participation. The kick-off workshop will provide participants with an overview of the project goals and objectives and will include a visioning presentation, exercises and activities to gather community input such as design table maps in which small groups work together to write and draw their ideas on aerial maps.
- Facilitated walks and bike rides to observe conditions and discuss solutions.

- Consultant team members working for several days on-site in intense production to developing preliminary recommendations and illustrative graphics.
- Afternoon or evening open studios where residents can view work in progress, interact with the team and provide feedback.
- Review of concepts with City, COG and Caltrans staff.

Responsible Party: LGC and Consultant

Task 4.3: Workshop on Goals and Draft Recommendations

Approximately two months after the charrette, LGC will organize an evening workshop where LGC and consultant team members will present to stakeholders and the community the draft project goals and recommended pedestrian and bicycle projects developed based on the input received during the charrette and technical analysis. This will provide an opportunity for stakeholders and residents to provide detailed feedback on the recommendations and to make sure critical issues have been addressed.

Responsible Party: LGC and Consultant

Task	Deliverable
4.1	<i>Agenda for Community Engagement Charrette</i>
4.2	<i>Participant lists, Presentation, Notes on community input, Photos</i>
4.3	<i>Participant list, Presentation, Notes on comments received, Photos</i>

Task 5. Draft and Final Plan Development

The final deliverable will be an Active Transportation and Community Connectivity Plan that will guide the City as it moves to implement projects that improve conditions for walking and bicycling throughout San Juan Bautista. The plan will include detailed recommendations for street design, intersections, trails, and crosswalks. It will be graphically illustrated with maps and drawings, including sections, plan views, and detailed recommendations for public infrastructure improvements, including small and immediately feasible enhancements, and larger, more complex, longer term and capital-intensive projects.

Task 5.1: Plan Goals and Objectives

Based on the input received from the variety of community engagement events and the web site, the consultant will develop draft active transportation goals and objectives. Statewide and regional goals for safety, sustainability, mobility and accessibility, and equity, including those in the Caltrans Smart Mobility 2010 Principles, will provide a starting point and be supplemented to address local context and availability of data. The results of this task will be used to tailor active transportation goals and objectives for San Juan Bautista. The goals and objectives will be measurable and consider metrics utilized by other jurisdictions.

Responsible Party: Consultant

Task 5.2: Pedestrian Project Identification

The consultant will work with the City to develop the list of pedestrian recommendations based on input from the community. Additional recommendations will be determined through the technical analysis of sidewalk gaps and opportunities for connectivity. Mapping of draft pedestrian improvements will be presented to the advisory group for review and comment. The consultant will create maps that illustrate citywide pedestrian projects.

Responsible Party: Consultant

Task 5.3: Pedestrian Project Prioritization and Cost Estimates

The consultant will prepare an analysis to identify priority areas for pedestrian improvements within the City using evaluation criteria such as collision history, access to local and regional destinations, current and potential demand, equity, public input, and regional connectivity. The ranking criteria should be based on the goals and objectives developed for the plan.

High-level cost estimates will be developed for typical pedestrian improvements to position the City for potential funding applications and incorporation into other capital improvement projects. Estimates should include information about capital costs to implement pedestrian projects as well as maintenance costs related to pavement and landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Consideration of maintenance for pedestrian facilities should include review of American with Disabilities Act (ADA) consistency and guidance about review of pavement quality to ensure level surfaces, and address damage related to tree roots, cracking, and displaced pavement. An implementation matrix will be developed for the list of pedestrian improvements.

Responsible Party: Consultant

Task 5.4: Bicycle Project Identification

The Consultant will work with the City to develop the list of bikeway recommendations starting with the General Plan Circulation Element, Draft Parks Master Plan, County Bikeway and Pedestrian Master Plan and input from the community. Additional bikeways network recommendations will be determined through agency staff coordination and technical analysis of gaps and opportunities for connectivity.

Mapping of draft bicycling network improvements will be presented to the advisory group for review and comment. The consultant will create maps that illustrate city-wide and regional connectivity to the bicycle network.

Responsible Party: Consultant

Task 5.5: Bicycle Project Prioritization and Cost Estimates

The Consultant will evaluate and rank recommended bikeway projects based on the established criteria. The consultant will develop high-level cost estimates for each bikeway project to position the City for potential funding applications or incorporation into local funding programs. Estimates should include information about capital costs to implement bikeway projects as well as maintenance costs related to pavement material, landscaping upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. An implementation matrix will be developed for the list of bikeway improvements.

Responsible Party: Consultant

Task 5.6: Funding Source Matrix

The consultant will develop a compiled matrix of funding sources for pursuit of grants to plan and implement active transportation improvements. The funding sources could include local, regional, state, and federal sources, and would include a variety of fund types including transportation, air quality, water quality, parks, health, and sustainability sources. The funding list will include public and private sources and details on what each funding source can address such as feasibility analysis, environmental review, right-of-way acquisition, final design, construction, and maintenance.

The consultant, with assistance from LGC, will identify the most likely near-term funding sources which considers Federal, State, and local requirements as well as locally adopted policies to determine “likely” funding sources. The information will include the anticipated schedule for calls, and key information related to match requirements. The funding matrix will be developed to help guide and position the City for potential funding opportunities.

Responsible Party: Consultant

Task 5.7: Draft Plan

The consultant will incorporate results of prior tasks to produce the full draft plan. LGC will prepare a section summarizing the public process and documenting community engagement for inclusion in the document. Following administrative review by the City and Caltrans, the draft will be made available for review by the advisory group, local agencies and the public.

Responsible Party: Consultant

Task 5.8: Draft Plan Community Meeting

LGC and the consultant will organize and widely publicize an evening meeting to present the draft plan to gather final comments from community members.

Responsible Party: Consultant and LGC

Task 5.9: Final Plan Adoption or Approval

Based on input received on the draft plan, the consultant will prepare the final plan. The consultant and LGC will present the plan to the City Council for adoption or approval. The City will submit hard and electronic copies of the final document to Caltrans, and credit Caltrans for its financial contribution in the document.

Responsible Party: Consultant

Task	Deliverable
5.1	<i>Draft and final goals and objectives</i>
5.2	<i>Draft and final pedestrian project recommendations</i>
5.3	<i>List of projects, Implementation matrix, pedestrian improvements cost estimates</i>
5.4	<i>Draft and final bicycle project recommendations</i>
5.5	<i>List of projects, Implementation matrix, bicycle improvements cost estimates</i>
5.6	<i>Funding source matrix</i>
5.7	<i>Draft plan</i>
5.8	<i>Participant list, comments received</i>
5.9	<i>Final plan</i>

Task 6. Administration

Grant administration — including contracting, submission of progress reports, accounting, invoicing and provision of documentation as required by Caltrans — will be managed by the City with support from the Local Government Commission.

Task 6.1: Reporting

The City will submit quarterly project reports and fiscal reports to Caltrans District 5 staff to provide a summary and percent completion of project progress and grant/local match expenditures.

- **Responsible Party:** City

Task 6.2: Invoicing

The City will submit complete invoice packages to Caltrans District staff (at least quarterly, but no more frequently than monthly).

- **Responsible Party:** City

Task	Deliverable
5.1	<i>Quarterly reports and check in meetings as required</i>
5.2	<i>Invoice packages</i>

Extend CARES Act Eviction Moratorium, Combine With Rental Assistance to Promote Housing Stability

UPDATED

JULY 27, 2020

BY

SONYA ACOSTA

ANNA BAILEY

PEGGY BAILEY

Without new relief measures to help more struggling families afford rent and avoid eviction, millions of households could face housing instability, homelessness, and greater overall hardship in the coming months. To prevent this crisis and protect families, the next relief package should include short-term emergency rental assistance to help prevent evictions for households behind on their rent, emergency housing vouchers to help those at greatest risk of prolonged homelessness upon eviction, and extensions of both income assistance and the federal ban on evictions to provide additional security and keep people from falling through the cracks.

Emerging data show that the COVID-19 crisis is having especially severe impacts on low-income households.^[1] Job losses have been heavily concentrated in industries that pay low average wages, and households with high housing costs and low incomes often have little financial cushion. Recent Census data show that 13.8 million adults in rental housing — 1 in 5 renters — report being behind on rent, with households of color reporting far higher rates of missed payments compared to the national average.^[2] Because of sharp inequities in education, employment, housing, and health care stemming in large part from systemic racism, Black, Latino, Indigenous, and immigrant households have been particularly hard hit.

Congress included a limited ban on evictions in the Coronavirus Aid, Relief, and Economic Security (CARES) Act of March, but this moratorium expired on July 24. The federal eviction ban paused evictions in most federally subsidized housing and covered between 12.3 million and 19.9 million households, or 28.1 to 45.6 percent of all renter households, preventing them from being evicted if they were unable to pay their rent.^[3]

Although the federal eviction ban — paired with various state and local protections — has helped households avoid eviction, it does not prevent people from accruing housing-related debt. People still owe rent payments even when they cannot be evicted for non-payment, so they are still at risk of eviction when any federal, state, or local moratoriums end if they are unable to pay their current rent or make up the past-due amounts.

Evictions can lead to long-term housing instability for households. The forced moves that result from evictions are particularly harmful for children and can disrupt their social, physical, and academic development. For people with low incomes, rent is typically their largest monthly expense, so help meeting this need can make a substantial difference in the family's ability to afford other necessities and remain stably housed during the crisis.^[4]

"AVERTING AN EVICTION CRISIS IN THE COMING MONTHS WILL REQUIRE A MULTI-FACETED APPROACH THAT INCLUDES A CONTINUED PAUSE ON EVICTIONS." Averting an eviction crisis in the coming months will require a multi-faceted approach that includes a continued pause on evictions. Robust rental assistance and relief measures that shore up income — like expanded unemployment benefits — are critical for ensuring struggling households can afford to stay in their homes. To prevent evictions, and not just delay them, any eviction moratorium must be paired with rental assistance.

Current Eviction Protections and Their Limitations

The CARES Act included a 120-day federal eviction moratorium for renters who participate in federal housing assistance programs or live in a property with a federally backed mortgage.^[5] The moratorium prohibited owners of the defined properties from both filing new evictions against tenants for not paying rent and charging additional fees because of non-payment. This ban expired on July 24, allowing landlords to issue 30 days' notice for tenants to vacate properties.

The CARES Act moratorium covered tenants who receive assistance through most federal housing programs, including public housing, the Housing Choice Voucher program, Low Income Housing Tax Credit properties, and rural housing programs administered through the U.S. Department of Agriculture (USDA). Also included in the protections were renters in homes with mortgages owned, securitized, or insured by Fannie Mae, Freddie Mac, the Department of Housing and Urban Development (HUD), USDA, or other federal agencies. The federal moratorium also paused foreclosures for homeowners struggling to make payments on federally backed mortgages, and landlords of federally backed multifamily properties may request up to 90 days of forbearance, during which they could not evict any tenants in their property for non-payment.

Less than half of all 43.7 million renter households are estimated to have been covered by the CARES Act moratorium. According to the Federal Reserve Bank of Atlanta, the federal ban covered between 12.3 million and 19.9 million households (28.1 to 45.6 percent of all renter households), meaning that the federal moratorium didn't cover as many as 31.4 million renter households.^[6] (Separately, the Federal Housing Finance Agency [FHFA] has implemented a mortgage and eviction moratorium on single-family homes with mortgages through Fannie Mae or Freddie Mac. This applies to both homeowners and renters. FHFA recently extended this moratorium to August 31.^[7])

Some renters are covered by state and local bans, but many others have no protection at all. As states shut down in March, courts closed in many places, which by default delayed eviction hearings; however, in places without specific bans, landlords could still begin the process while housing courts found a socially distant alternative.

The states and localities with eviction moratoriums provide varying levels of protection but typically extend to all renters, not just those living in the federally subsidized homes covered under the CARES Act.^[8] Some of these measures have already expired, others are set to end soon, and some have been extended. Tracking evictions in a few cities has shown that local and state moratoriums have had at least some success in keeping renters safely in their homes.^[9] After the statewide eviction ban in Wisconsin expired on May 27, eviction filings in the first two weeks of June increased 42 percent compared to the same time period in 2019, with a slightly greater increase (44 percent) reported in Milwaukee County.^[10] In Shelby County, Tennessee, which includes the city of Memphis, about 9,000 eviction cases were pending when hearings resumed in mid-June.^[11] In other places where evictions are still paused, filings have fallen sharply. In Boston, where the local moratorium extends through mid-August, only eight eviction filings were processed from late June to early July (a 99 percent decrease from the same period in 2019).^[12]

The federal, state, and local bans have given many renters an important short-term reprieve but are insufficient by themselves. Although renters generally cannot be evicted for non-payment while a moratorium is in place, they still accrue debt if they are unable to pay their rent in full each month. When an eviction ban lifts, a previously protected tenant who missed a rent payment (or several) may still be unable to pay in the future, let alone address any back rent due.

Moreover, landlords, who may be coping with their own unemployment or additional expenses related to the pandemic, rely on rental income to cover maintenance and other property-related expenses, including property taxes. Smaller landlords spend at least half of their rental income on mortgage payments, property taxes, and insurance for their properties.^[13] Significant decreases in rental income could lead to declines in property upkeep and foreclosures, which in turn can lead to more evictions and loss of affordable rental housing. In fact, a study of evictions in Milwaukee from 2009 to 2011 found that nearly 1 in 4 evictions was due to landlord foreclosure.^[14] Local governments rely on property taxes from owners to fund essential services, such as health care, education, nutrition services, and housing programs.

Many municipalities are already struggling to cover increased need during the pandemic, and decreases in property tax and other revenue from rental housing could lead them to be less prepared to deal with increased homelessness or other impacts of mass evictions.

Eviction and Homelessness Incur Costs for Renters, Landlords, and Cities

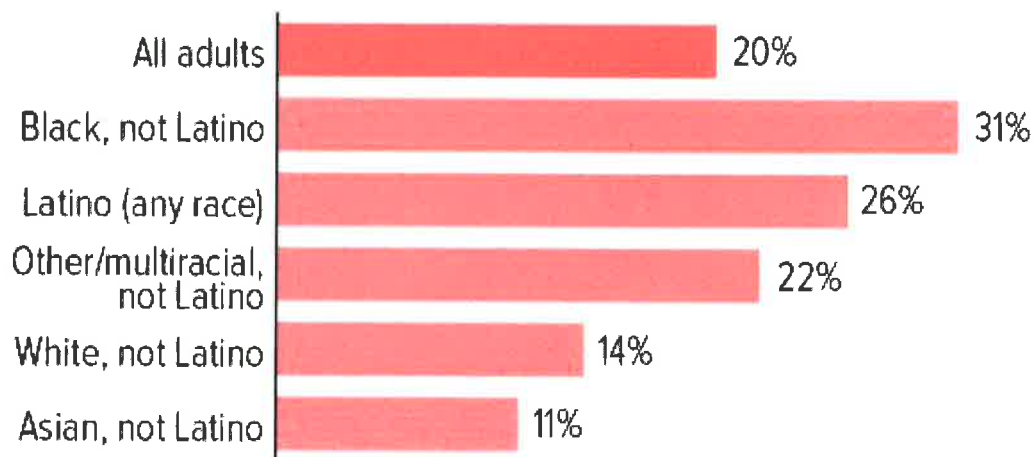
Failing to expand and extend eviction moratoriums or provide rental assistance could lead to millions of evictions over the next several months. One in five adults in rental housing reported that they were behind on rent in a Census Bureau Household Pulse Survey conducted in early July. That includes 12.5 million adults who had not paid rent and another 1.3 million whose rent had been deferred.^[15]

The data also show wide racial and ethnic disparities in the share of renters behind on rent. Structural racism and discrimination create the circumstances that have contributed to Black and Latino households being more likely to be renters and to have lower incomes and fewer assets, which puts them at higher risk of missing rent payments and being evicted. The pandemic has impacted renters of all racial and ethnic backgrounds, but mass evictions would deepen existing disparities, many of which stem from explicitly and implicitly racist housing policies.²⁰ (See Figure 1.)

FIGURE 1

1 in 5 Renters Behind on Rent During Pandemic, With Black and Latino Renters Facing Greatest Hardship

Share of adult renters saying they are behind on last month's rent, as of July 14, 2020



Note: Other/Multiracial, not Latino = people identifying as American Indian, Alaska Native, Native Hawaiian or Pacific Islander, or more than one race. Behind on rent = did not pay or deferred rent. Chart excludes renters who did not respond to the question.

Source: CBPP analysis of Census Bureau Household Pulse Survey

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Evictions may force families into more crowded housing conditions, like doubled up with other families or at a homeless shelter, putting them at higher risk of contracting COVID-19. Families that end up in the

homelessness system, which is under considerable strain from the pandemic, will likely have to eat, sleep, and bathe with many other people. An April Centers for Disease Control and Prevention study of shelters in Boston, San Francisco, Atlanta, and Seattle found that 25 percent of shelter residents and 11 percent of staff had contracted COVID-19.^[16] Other evicted households that become homeless but are unable or decide not to go to a shelter may struggle to access basic amenities like bathrooms due to restaurant and store closures.^[17] Homelessness has lasting impacts, and among children, it is associated with increased likelihood of cognitive and mental health problems,^[18] physical health problems such as asthma,^[19] physical assaults,^[20] accidental injuries,^[21] and poor school performance.^[22]

People often assume that homelessness is the only outcome of evictions, but while many people who are evicted from their homes enter homeless shelters, not all do.^[23] Families with low incomes are resilient and often find ways to avoid homelessness, but evidence shows evictions are also harmful in the short and long term.

Displacement through eviction often results in households moving to housing with substandard living conditions in neighborhoods with higher rates of crime and poverty, which may lead to health and safety problems.^[24] Landlords often reject potential tenants with a recent eviction, limiting renters' choices when moving. Evictions can have especially severe consequences for children. Evictions often lead to children changing schools, and such disruptions are associated with students falling behind by almost half a year of school or more. Frequently moving between the ages of 6 and 10 is associated with lower incomes later in life for any child, and the more frequent the moves, the greater the impact.^[25] If displaced from their previous neighborhood, adults must navigate losing social ties, finding new child care, changing jobs or losing income, and the other logistical and financial aspects of moving with little time to prepare.^[26] In addition to the human costs, evictions are expensive for tenants, landlords, and municipalities. When evicted, renters must bear the cost of moving or replacing their possessions in addition to the hurdle of paying a deposit for a new rental unit. Workers who are evicted may miss work to attend hearings or move, pay more in commuting costs from their new home, or lose their job entirely. Landlords and tenants both often have to pay court fees, and most landlords also incur attorney fees. Landlords may also lose rental income while waiting for a new tenant to move in. Meanwhile, municipalities must pay the costs of staffing courts and enforcing and supervising evictions. Evictions may also increase the need for homeless shelters and other social services, again increasing costs for local governments.

Mass evictions during the pandemic would be particularly harmful. Even if families are not forced into more crowded housing situations, going through the eviction process could put households at increased risk of contracting COVID-19 as they attend housing court and move their belongings. While some courts are conducting virtual hearings, others still require people to come in person. In one such example, the housing court denied a request for a virtual hearing from a woman in Louisiana with high risk of serious consequences if infected with COVID-19 due to her disability.^[27]

Unemployment is expected to remain high well into 2021,^[28] and evictions could make it even harder for affected individuals to find and maintain work. Evictions can sever a family's social ties, exacerbating the social isolation and disruptions in education that children faced during spring school closures and may continue to experience as schools adjust for the new school year. Many systems that help struggling families are already over-burdened and would likely be unable to meet the rising need that such an increase in evictions would likely cause.

More Rental Assistance Funding Needed to Avoid Rise in Evictions, Homelessness

Although the CARES Act eviction moratorium and mortgage protections were limited to certain federally supported properties, they have been critical for keeping some people in their homes during the pandemic. The House-passed Heroes Act would extend and expand these renter and homeowner protections for up to a year. Extending and expanding the federal eviction and mortgage foreclosure bans are short-term solutions that would continue to protect people living in the specified properties but still lead to people accruing housing-related debt.

In addition to proposals targeted to people who need mortgage assistance (including landlords), Congress must provide assistance specifically for renters to enable families to pay past and future rent

costs. This would ensure that families avoid accruing debt due to an inability to afford rent and possible eviction when the federal moratorium expires. Rental assistance also helps landlords pay their mortgage, property taxes, and other bills.

Specifically, the next relief package should include:

- **Short-term emergency rental assistance.** For most people, evictions can be mitigated with short- or medium-term help paying their rent.^[29] The next relief package must include significant emergency rental assistance that helps people pay both current and past-due housing-related costs (including utilities). These resources should prioritize those facing the most severe housing challenges, including those experiencing or at high risk of homelessness. Emergency rental assistance is also critical for helping landlords cover their costs.
- **Emergency housing vouchers.** For people who are homeless or renters who are at the greatest risk of eviction and homelessness, long-term rental assistance such as a housing voucher is much more likely than short-term rental assistance to provide the long-term stability that can be essential to reducing hardship and helping people get back on their feet. For renters, unpredictable factors such as illness or job losses can trigger eviction and homelessness, but underlying factors can significantly increase their chances of ending up in an emergency shelter or on the street. These factors include a history of poverty and housing instability (including prior episodes of homelessness), living doubled up with other families due to economic hardship, having high levels of debt or rent arrears, having already received an eviction notice, being pregnant or having young children, or attempting to flee domestic violence.^[30] In addition, over 40 percent of people living in homeless shelters have a disability;^[31] people with disabilities face higher unemployment rates than the general population and may experience discrimination or health-related barriers to work and accessing housing.^[32]

Congress should provide \$26 billion^[33] for new Housing Choice Vouchers targeted to people who are homeless; at risk of homelessness; or fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking.^[34] These groups are facing some of the most urgent housing needs during the COVID-19 crisis and are most likely to need assistance the longest. This level of investment would help approximately 500,000 households access a safe, stable, and accessible home.

Long-term rental assistance like Housing Choice Vouchers reduces housing instability, homelessness, and poverty while improving outcomes for children and adults, research shows.^[35] Despite such success, about 75 percent of households likely eligible for rental assistance do not have it due to funding constraints.^[36] Vouchers are especially vital to reducing the racial inequities exacerbated by the pandemic. Seventy percent of households currently receiving vouchers are people of color,^[37] and vouchers have a record of reaching low-income Black renters in need of assistance.^[38] Long-term rental assistance will be critical to helping many of the hardest-hit families find or keep a home and to preventing further entrenchment of racial and economic disparities.

- **Extend income assistance.** Households will need more than just rental assistance to make up for lost income and stay stably housed, but additional support provided in the CARES Act that may help tenants is also set to expire soon. For example, many people who lost their jobs due to the pandemic have relied on expanded unemployment benefits, which both expanded *who* is eligible for jobless benefits and increased the amount they receive by \$600 per week. The \$600-per-week benefit increase is slated to expire at the end of July, while the eligibility expansions and additional weeks of jobless benefits are set to expire at the end of the year. Congress should extend these unemployment benefit expansions and provide other forms of support targeted on struggling households, such as temporary increases in SNAP benefits, the Child Tax Credit, and the Earned Income Tax Credit. These forms of support bolster income and can help families pay the rent.

TOPICS:

[Housing](#), [Funding](#), [Housing Vouchers](#)

End Notes

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- ^[8] For more information on state eviction moratoriums, Eviction Lab has created a detailed scorecard for each state: <https://evictionlab.org/covid-policy-scorecard/>.
- ^[9] See Eviction Lab's eviction tracking at <https://evictionlab.org/eviction-tracking/>.
- ^[10] Cary Spivak, "Predicted surge comes true: Eviction filing jump over 40% in Milwaukee County and state," *Milwaukee Journal Sentinel*, June 15, 2020, <https://www.jsonline.com/story/news/investigations/reports/2020/06/15/evictions-milwaukee-and-wisconsin-jump-over-40/3177897001/>.
- ^[11] Micaela Watts, "9,000 eviction hearings stalled by coronavirus resume Monday. Advocates say it's the beginning of a crisis," *Memphis Commercial Appeal*, June 14, 2020, <https://www.commercialappeal.com/story/news/2020/06/14/evictions-stalled-coronavirus-resume-monday-memphis/5328897002/>.
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^[21] *Ibid.*

^[22] Jelena Obradovic *et al.*, "Academic Achievement of Homeless and Highly Mobile Children in an Urban School District," *Development and Psychopathology*, 2009.

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^[26] *Ibid.*

^[27] Order of Reversal (<https://www.nhlp.org/wp-content/uploads/2020-CW-0531-Notice-Judgment-and-Disposition.pdf>), Application (<https://www.nhlp.org/wp-content/uploads/1st-Circuit-Writ-ADA.pdf>), and Amicus Brief (<https://www.nhlp.org/wp-content/uploads/2020.6.23-Amicus-BQ.pdf>) litigation materials from Louisiana concerning a trial court's denial of a woman's request to hear an eviction case remotely due to a disability, which rendered her unable to attend an in-person hearing due to a higher risk of serious consequences as a result of possible COVID-19 infection. The justice of the peace court denied to order a remote hearing, and the tenant filed an application for review in the Louisiana Court of Appeals, granted in the order above. NHLP, "COVID-19 Litigation Resources," July 8, 2020, <https://www.nhlp.org/campaign/protecting-renter-and-homeowner-rights-during-our-national-health-crisis-2/>.

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^[34] Vouchers for people experiencing or at risk of homelessness may also be helpful for people transitioning from publicly funded institutional care settings — such as nursing homes — or from jail or prison and who were homeless prior to entering the facility or lack the resources needed to prevent becoming homeless upon returning to the community. See 24 CFR § 576.2.

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^[38] Roughly 38 percent of Black, non-Hispanic low-income renter households in need of federal rental assistance receive it, compared to 25 percent of all low-income renter households in need. Regardless of race, funding limitations prevent most renters in need of assistance from getting help. CBPP analysis of HUD custom tabulations of the 2017 American Housing Survey; 2017 HUD administrative data; FY2018 McKinney-Vento Permanent Supportive Housing bed counts; 2017-2018 Housing Opportunities for Persons with AIDS grantee performance profiles; and the USDA FY2018 Multi-Family Fair Housing Occupancy Report.



CITY OF SAN JUAN BAUTISTA STAFF REPORT

AGENDA TITLE: AGREEMENT WITH JONI L. JANECKI & ASSOCIATES
TO PREPARE PLANS AND SPECIFICATIONS FOR
FRANKLIN CIRCLE PARK

MEETING DATE: August 18, 2020

SUBMITTED BY: Julie Behzad, PE, City Engineer

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDED ACTION:

That the City Council authorize an agreement with Joni L. Janecki & Associates to prepare plans and specifications for Franklin Circle Park.

BACKGROUND:

Over the past several decades, this little parcel on Franklin Street, in the middle of a cul-de-sac has been treated as a park, but was it really a park? In approximately 2016, several residents of Franklin Circle became interested in developing a small triangular parcel located within their street into a community park. The parcel was part of a tract known as 'Mission Village' (recorded in 1961) and was dedicated to the City as part of the street right of way. The dimensions of the property are about 93' on the long leg of the triangle and about 60' on the short leg, with an area of approximately 2,700 square feet. Concrete curb is located around the perimeter of the parcel. The site is vacant other than a water standpipe. Exhibit A is a copy of the Mission Village Tract Map and Exhibit B is an aerial image of the parcel.

Through neighborhood efforts a design program was developed and a site plan was drawn by one of the residents who owns a landscape business (Exhibits C and D). Several families in the neighborhood also have pledged to provide supplies, monetary support or labor to the project. The plans were discussed with two previous city managers, both of whom were supportive of the project and provided approval for the residents to proceed. No construction has occurred to date due to lack of sufficient funding. In 2018, the City Parks Committee did not include Franklin Circle in the City Parks Map, but they were supportive of the community improvement of the space under City supervision. The reason for this is that the park is identified as right-of-way in some places, and as a distinct parcel in other places.

DISCUSSION:

One of the residents of Franklin Circle wrote the current City Manager in July 2019, requesting to meet and discuss the proposed project. The letter reiterated that the residents would like to do

as much of the work as possible and wished to re-affirm City permission. The City Manager met with the resident and expressed continued City support for the project, but also emphasized the importance of ensuring that work proceeds in accordance with codes and regulations and that provisions are in place for the long-term safety and maintenance of the proposed park.

Before further consideration, the City Manager hired a firm to research the title and confirm the ownership of the parcel. It was confirmed that the developer at the time (1961) and the City were co-owners, and that the developer is no longer in existence. Therefore, the City can call this parcel a future City Park.

City staff, including the City Manager met with a resident group on June 24th. At the meeting, the group indicated that the neighborhood residents are still committed to the concept plan and significant community involvement in the development of the park including financial and labor support towards the construction. As indicated on Exhibit C, the design program includes construction of a bocce court, turf play area, planters for a children's vegetable garden, a picnic area and landscaping.

As this park would be for public use and will involve some level of City commitment for construction and long-term maintenance, it is imperative that the project be designed and constructed in accordance with all applicable codes and City Standards. These considerations include compliance with the American's with Disabilities Act (ADA) and regulations regarding water connections for the irrigation system. Furthermore, it is important to ensure that the park is designed with proper construction detailing to ensure that project components are safe, durable, cost-effective, meet the intended goals and are maintainable in the long-term. For these reasons, it is critical that the project be designed by qualified professionals.

The City issued a request for proposals and received two proposals from qualified consultant landscape architectural firms. Based on an objective review of the proposals by City staff members, it was determined that Joni L. Janecki & Associates was the most qualified for the project. The scope of design work includes landscape architectural design; and development of construction plans and specifications based on the concept plan developed by the residents. The consultant will present various options with a cost comparison for design of the bocce court and will design a planting and irrigation plan suitable for the site. The design documents will include construction plans, details and specifications for each element of the project. The documents will be submitted for City review at 35%, 90% and 100% phases. Construction costs will also be submitted at each phase for City review.

FISCAL IMPACT:

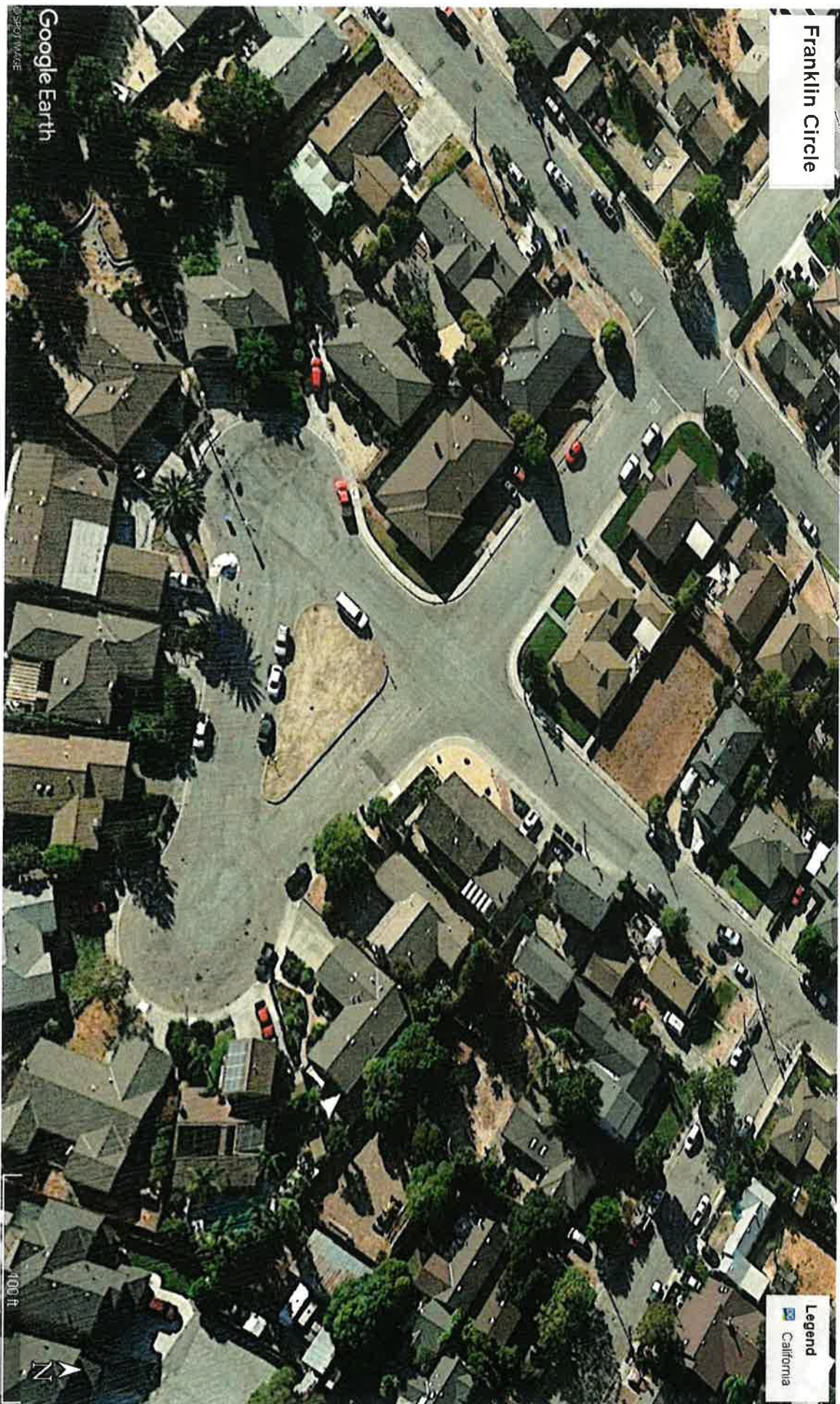
The estimated cost of design services is \$15,000 and will be paid from reserves Park Impact funds contributed by developers. The funding needs for construction are unknown at this time and will be determined based on a detailed estimate by the consultant as design progresses and the level of community involvement determined to be feasible and appropriate. Staff will return to the Council with an additional request for funding at a later date. It will be part of the CIP in the draft budget coming forward in the next few weeks.

ATTACHMENTS:

1. Exhibit A- Tract Map
2. Exhibit B – Aerial Map
3. Exhibit C- Concept Plan
4. Exhibit D – Concept map key

0089

Franklin Circle



Google Earth

SPOT IMAGE

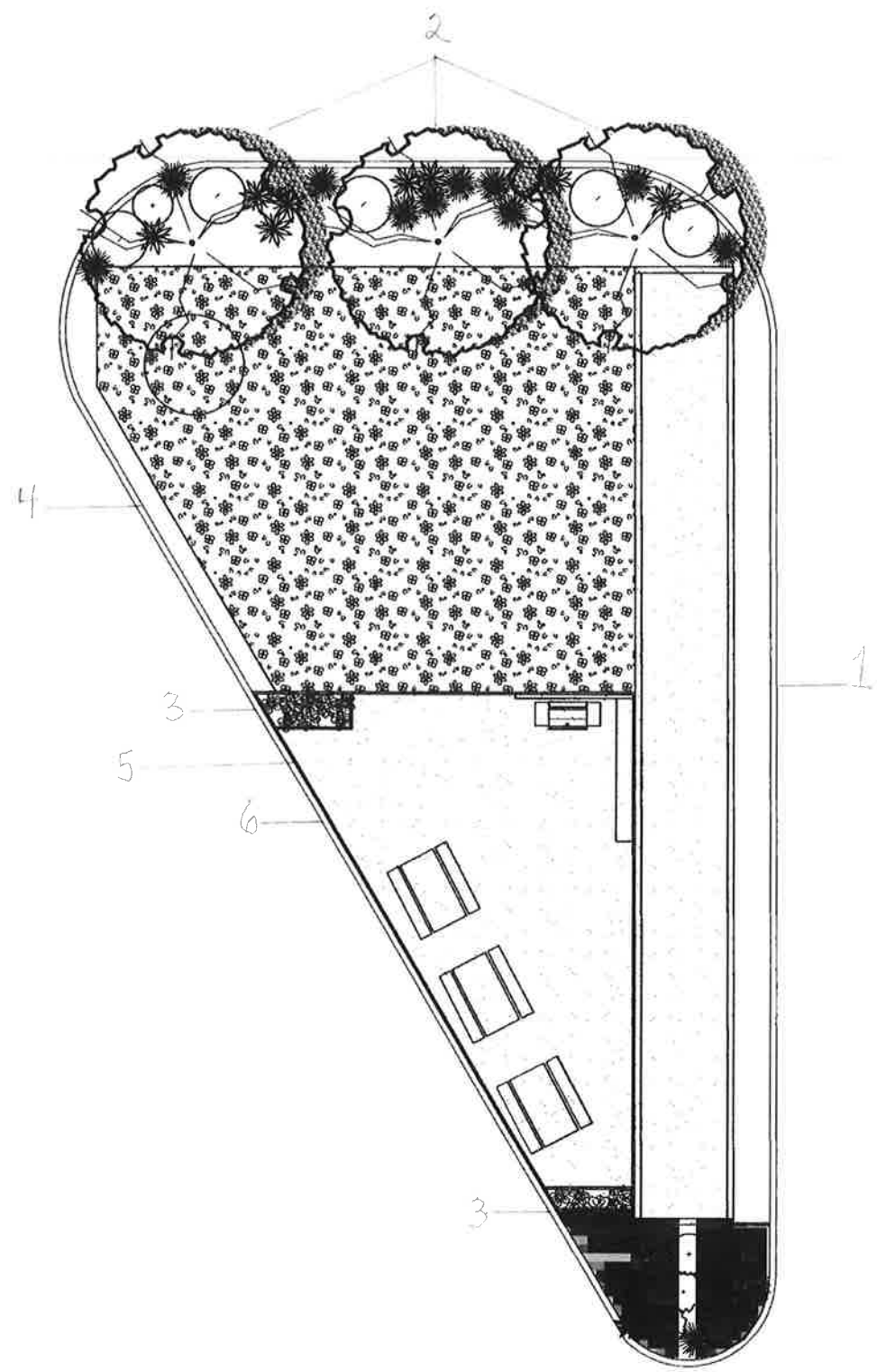
100 ft



Legend
California



Franklin Circle



Franklin Circle Park

Key for Concept site Plan

1. Boci Ball Court
2. Arbutus marinara trees
3. Two planter boxes for children to plant vegetables
4. Lawn for play area
5. Crushed stone for picnic tables and grill
6. Ramp for ADA accessibility

**City of San Juan Bautista
November 3, 2020 General Municipal Election**

Candidates Running

Office of City Council Member – 2 Seats Open, Full 4-year Terms

- | | |
|----------------------------|--------------------------|
| • John Freeman (Incumbent) | P.O. Box 1003, SJB 95045 |
| • Scott Freels | P.O. Box 1082, SJB 95045 |
| • Jackie Morris-Lopez | P.O. Box 519, SJB 95045 |
| • Nicole Franco | P.O. Box 443, SJB 95045 |

*** Office of City Clerk – 1 Seat Open, Full 4-year Term**

*** Office of City Treasurer – 1 Seat Open, Full 4-year Term**

*** No filings were received for the Office of City Clerk or City Treasurer. There is still the opportunity in September and October to run as a write-in candidate. Please contact the City Clerk's Office for more information if you are interested in the position.**

***Posted by the
San Juan Bautista
City Clerk's Office
City Hall
311 Second Street
San Juan Bautista
(831) 623-4661, ext. 13***

Posted 8/14/2020