



City of San Juan Bautista

The "City of History"

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AGENDA

REGULAR CITY COUNCIL MEETING

TUESDAY ~ JANUARY 19, 2021 ~ 6:00 P.M.

~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

Join Zoom Meeting <https://zoom.us/j/86913820641>

or call 1 (669) 900-6833

Meeting ID: 869 1382 0641

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20

In order to minimize the spread of the COVID 19 virus the City Council is conducting this meeting by Zoom conference and will be offering alternative options for public participation. *Please follow the Governor's Shelter in Place Order and the CDC Guidelines regarding preventative measures and do your part to help flatten the curve and prevent further spread of COVID-19.*

PUBLIC COMMENTS WILL BE TAKEN ON AGENDA ITEMS BEFORE ACTION IS TAKEN BY THE CITY COUNCIL. DURING THE MEETING: TO PROVIDE VERBAL PUBLIC COMMENTS ON AN AGENDA ITEM DURING THIS MEETING CALL THE PHONE NUMBER LISTED ABOVE OR LOG INTO ZOOM AND ENTER THE MEETING ID NUMBER AS LISTED ABOVE.

When the Mayor announces public comment is open for the item which you wish to speak, press *9 on your telephone keypad or if joining by Zoom, use the raise your hand icon. When called to speak, please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for all other speakers for the particular agenda item.

Written comments may be mailed to the Deputy City Clerk at 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., January 19, 2021, and will be read into the record during public comment on the item.

In compliance with the Americans with Disabilities Act, and Governor's Order N-29-20, the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Deputy City Clerk a minimum of 48 hours prior to the meeting at (831) 623-4661.

If you challenge any planning or land use decision made at this meeting in court, you may be limited to raising only those issues you or someone else raised at the public hearing held at this meeting, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Please take notice that the time within which to seek judicial review of any final administrative determination reached at this meeting is governed by Section 1094.6 of the California Code of Civil Procedure.

A Closed Session may be called during this meeting pursuant to Government Code Section 54956.9 (d)(2) if a point has been reached where, in the opinion of the legislative body of the City on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City.

Materials related to all items on this agenda are available in the agenda packet on the City website www.san-juan-bautista.ca.us subject to Staff's ability to post the documents before the meeting, or by emailing deputycityclerk@san-juan-bautista.ca.us or calling the Deputy Clerk (831) 623-4661 during normal business hours.

1. Call to Order
Roll Call

2. Public Comment on Items Not on the Agenda but Within the Subject Matter
Jurisdiction of the City Council

This portion of the meeting is reserved for persons desiring to address the Council on matters not on this agenda. The law does not permit Council action or extended discussion of any item not on the agenda except under special circumstances. If Council action is requested, the Council may place the matter on a future agenda.

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 the Agenda

B. Approve Minutes of the July 14, 2020 Regular City Council Meeting

C. Adopt Ordinance 2021-01 Approving a Zoning Map Amendment to Change the Zoning District from "Industrial" to "Public Facilities" for a \pm 0.73-Acre Parcel Located at 485 San Juan Hollister Road (APN: 002-550-009)

D. Waive Reading of Ordinances and Resolutions on the Agenda Beyond Title

4. Presentations, Informational Items and Reports

A. Fiscal Year 2019-2020 Audit Presentation by Auditor Ryan Jolley

B. Presentation by Britt Bassoni, Executive Director of the Seniors Council on San Benito County Aging and Disabilities Resource Connection

C. Monthly Financial Statements

D. City Manager's Report

E. Reports from City Council Representatives to Regional Organizations and Committees

5. Action Items

A. Approval of Mayor's Selection of City Council Representatives to Regional Organizations and Committees

B. Consider Ad Hoc Committee Recommendation of Two Individuals to Appoint to Serve on the Planning Commission for Four-Year Terms Ending December 2024

C. Appointment of a City Treasurer for a Two-Year Term Ending December 2022

D. Re-Appointment of Urban Growth Boundary Ad Hoc Committee Members

E. Consideration of the Adoption of a Confined Space Policy Providing Safety Procedures for the Public Works Department and Comply with State of California Requirements

F. Approve Resolution 2021-XX Authorizing the City Manager to Execute a Professional Services Agreement with California Municipal Advisors to Prepare a Feasibility and Financial Plan to fulfill Requirements Set Forth by the Environmental Protection Agency Administrative Order on Consent in the Amount of \$37,630

G. Adoption of a Resolution Accepting the Fiscal Year 2019-2020 Audit

H. Approve Resolution 2021-XX Authorizing the City Manager to Execute a Contract with EMC Planning Group for Professional, Land Use Consulting, Technical Analysis and Design Services to Develop and Prepare the South San Juan Area Plan, NTE \$210,521

6. Discussion Items

- A. Review Recommendation on City Staff Reorganization**
- B. Urban Growth Boundary/Sphere of Influence Ad-Hoc Committee Status**
- C. Provide Update on Water and Wastewater Distribution System Enhancements and Compliance with the Environmental Protection Agenda**
- D. Traffic Management on First Street and Lavagnino Drive During the Construction of the Roundabout at Rancho Vista**
- E. Provide Update on COVID-19 and Affects to our Community and San Benito County**

7. Comments

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

8. Adjournment

AFFIDAVIT OF POSTING

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 14th DAY OF JANUARY 2021, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

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

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,
ON THE 14th DAY OF JANUARY 2021.



TRISH PAETZ, DEPUTY CITY CLERK

**CITY OF SAN JUAN BAUTISTA
SPECIAL CITY COUNCIL MEETING
JULY 14, 2020
DRAFT MINUTES**

1. CALL TO ORDER - Mayor Mary Edge called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE – Vice Mayor Jordan lead the pledge of allegiance.

ROLL CALL Present: Mayor Edge, Vice Mayor Jordan, Council Members DeVries, Freeman, and Flores.

Staff Present: City Manager Reynolds, City Attorney Mall, Deputy City Clerk Paetz

2. PUBLIC COMMENT ONLY ON ITEMS ON THE AGENDA

No public comment was received.

3. CONSENT ITEMS

A. Approve Affidavit of Posting Agenda

B. Approve Affidavit of Posting Public Hearing Notice

C. Approve Minutes of the Regular Meeting of June 16, 2020

D. Approve Minutes of the Special Meeting of June 23, 2020

E. Approve Minutes of the Special Meeting of June 30, 2020

F. Approve Resolution 2020-34 Making Certain Findings and Determinations in Compliance with Section XIIB of the California Constitution (Gann Initiative)

G. Approve Resolutions 2020-35 Adopting a Holiday Schedule for Fiscal Year 2020-2021

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

A motion was made by Council Member DeVries, and seconded by Council Member Flores, to approve all items on the Consent Agenda. The motion passed unanimously, 5-0.

4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS

A. Presentation of Preliminary Engineers Report for City Water Alternatives

City Manager Reynolds introduced Steve Beck of Akel Engineering Group, Inc. Mr. Beck who presented their PER (Preliminary Engineer Report) and explained alternatives for the City's water and wastewater systems. There was discussion about the amount of effluent industrial users contribute to the wastewater treatment plant. No public comments were received.

B. Monthly Financial Statements

Treasurer Geiger was not present. City Manager Reynolds reviewed the reports. There was no public comment.

C. City Manager's Report

City Manager Reynolds reviewed his report. There was no public comment.

D. Reports from City Council Appointees to Regional Organizations and Committees

Council Members Jordan, Freeman, Edge and Flores reported on meetings they attended. There was no public comment.

5. PUBLIC HEARING

A. Approve Resolution 2020-36 Levying the Annual Special Tax for Community Facilities District No. 2018-01 for Fiscal Year 2020-2021

City Manager Reynolds provided a report and noted this special tax is paid by property owners in the Copperleaf and Rancho Vista developments. Mayor Edge opened the public hearing. Cheri Foletta was concerned with the annual assessment process. No other comments were received. Mayor Edge closed the public hearing. A motion was made by Council Member Jordan, and seconded by Council Member Freeman, to approve Resolution 2020-36 Levying the Annual Special Tax for Community Facilities District No. 2018-01 for Fiscal Year 2020-2021. The motion passed unanimously, 5-0.

6. ACTION ITEMS

A. Request WiFi Access for Aromas San Juan Unified School District – NTE \$1,400

Lead Librarian Rochelle Eagen proposed that the City help fund WiFi access to benefit San Juan students that are without access. Other sources of funding for this project are the San Juan Rotary and potentially the Library Auxiliary. The City's contribution of \$700 would come from funds budgeted for the Summer Youth Program that cannot be held this year because of COVID-19. Council Member DeVries asked for clarification on who would benefit from the WiFi access. No public comment was received. A motion was made by Council Member Flores and seconded by Council Member Jordan to approve an agreement to provide WiFi access for the Aromas San Juan Unified School District. The motion passed unanimously, 5-0.

B. Approve Resolution 2020-37 for Dedication of Open Space at Rancho Vista

City Manager Reynolds gave a report. There was discussion about availability of affordable housing at Rancho Vista. City Attorney Mall commented that it was worked out in the Rancho Vista Development Agreement approved by the Council. There was no public comment received. A motion was made by Council Member Jordan, and seconded by Council Member Flores, to approve Resolution 2020-37 Accepting Dedications of Land from Meritage Homes for Open Space Within the Rancho Vista Subdivision. The motion passed 4-1-0-0 with Council Member DeVries voting against.

C. Approve Resolution 2020-38 Accepting Subdivision Public Improvements at Copperleaf

City Manager Reynolds gave a report. There was discussion about availability of affordable housing at Copperleaf. City Attorney Mall commented that although there was no Development Agreement for Copperleaf, the Council approved accessory dwelling units (ADU) as affordable housing. There was no public comment received.

A motion was made by Council Member Jordan, and seconded by Council Member Flores, to approve Resolution 2020-38 Authorizing the Acceptance of the Public Improvements for the Copperleaf Development. The motion passed 4-1-0-0 with Council Member DeVries voting against.

D. Review Applications and Select Resident to Serve on Urban Growth Boundary Ad Hoc Committee

City Manager Reynolds reported that the City received one application to serve on the Urban Growth Boundary Ad Hoc Committee. Mayor Edge asked to extend the deadline to July 30 to allow for the receipt of more applications. There was discussion. Council Member DeVries requested that the UGB Ad Hoc Committee meet on Monday at 6 pm as scheduled. Vice Mayor Jordan interjected that, as a point of order, this is a discussion about selecting a public person for the ad hoc committee.

A motion was made by Vice Mayor Jordan and seconded by Council Member Flores to extend the selection process to July 30. The motion passed 3-2-0-0 with Council Members Freeman and DeVries voting against.

E. Designate Voting Delegate and Alternate for League of California Cities Annual Conference & Expo, October 7-9, 2020

City Manager Reynolds reported that Council Members Jordan, Flores and Freeman are registered to attend the League of California Cities Annual Conference and Expo. A motion was made by Vice Mayor Jordan and seconded by Council Member Flores to designate Council Members Jordan and Flores as the voting delegate and alternate at the conference. The motion passed unanimously, 5-0.

7. DISCUSSION ITEMS

A. COVID-19

i. Update

City Manager Reynolds, together with Community Liaison Turner, reported on the Downtown Third Street Transformation. Council Member DeVries suggested a stop sign be installed JJ's Burgers at Franklin and Third Street, stripe for angle parking, and felt speed bumps are no longer needed. During public comment Fran Fitzharris of Brewery 25 and Monica Ramirez of 18th Barrell spoke in support of the Third Street Transformation.

ii. Enforcement Order

City Manager Reynolds reported the State of California issued guidance for wearing face coverings in public to guard against COVID, suggesting the City take action in the form of an enforcement order requiring face masks in the downtown and citing those that do not comply. There was discussion. No public comment was received.

B. Fireworks

City Manager Reynolds reported on the extreme and very dangerous illegal fireworks displayed in San Juan Bautista on and around the Fourth of July holiday. Fire Marshal

Charlie Bedolla provided a report and suggested the Council consider an ordinance repealing the sale of safe and sane fireworks in the City of San Juan Bautista. No public comment was received.

C. Nomination Period for City Elections Runs through August 7

Deputy City Clerk Trish Paetz reported the nomination period opened July 13 for two open seats on the City Council, the City Clerk and the City Treasurer. The nomination period would remain open for incumbents through August 7. There was no public comment received.

8. COMMENTS

A. City Council

Council Member Freeman was concerned with the water situation in the City.

B. City Manager

No comments received.

C. City Attorney

No comments received.

8. ADJOURNMENT

The meeting adjourned at 9:45 P.M.

ORDINANCE NO. 2020-01

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING A ZONING MAP AMENDMENT TO CHANGE THE ZONING DISTRICT FROM "INDUSTRIAL" TO "PUBLIC FACILITIES" FOR A ± 0.73-ACRE PARCEL LOCATED AT 485 SAN JUAN HOLLISTER ROAD (APN: 002-550-009)

THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DOES ORDAIN THAT:

ONE, AMENDMENT TO THE SAN JUAN BAUTISTA ZONING MAP: That the Zoning Map is amended from "Industrial" to "Public Facilities" for the approximate 0.73-acre site located at 485 San Juan Hollister Road (APN" 002-550-009), as shown in "Exhibit 1" attached hereto:

TWO, EFFECTIVE DATE: This Ordinance shall take effect and shall be in full force upon the 30th calendar day following the City Council's second reading and adoption of this ordinance.

THREE, POSTING OF ORDINANCE: Within fifteen (15) calendar days of the adoption of this Ordinance, the City Clerk shall cause it to be posted as designated by Resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of San Juan Bautista duly held on December 15, 2020, and was passed and adopted at a regular meeting duly held on the ____ day of _____ 2020, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

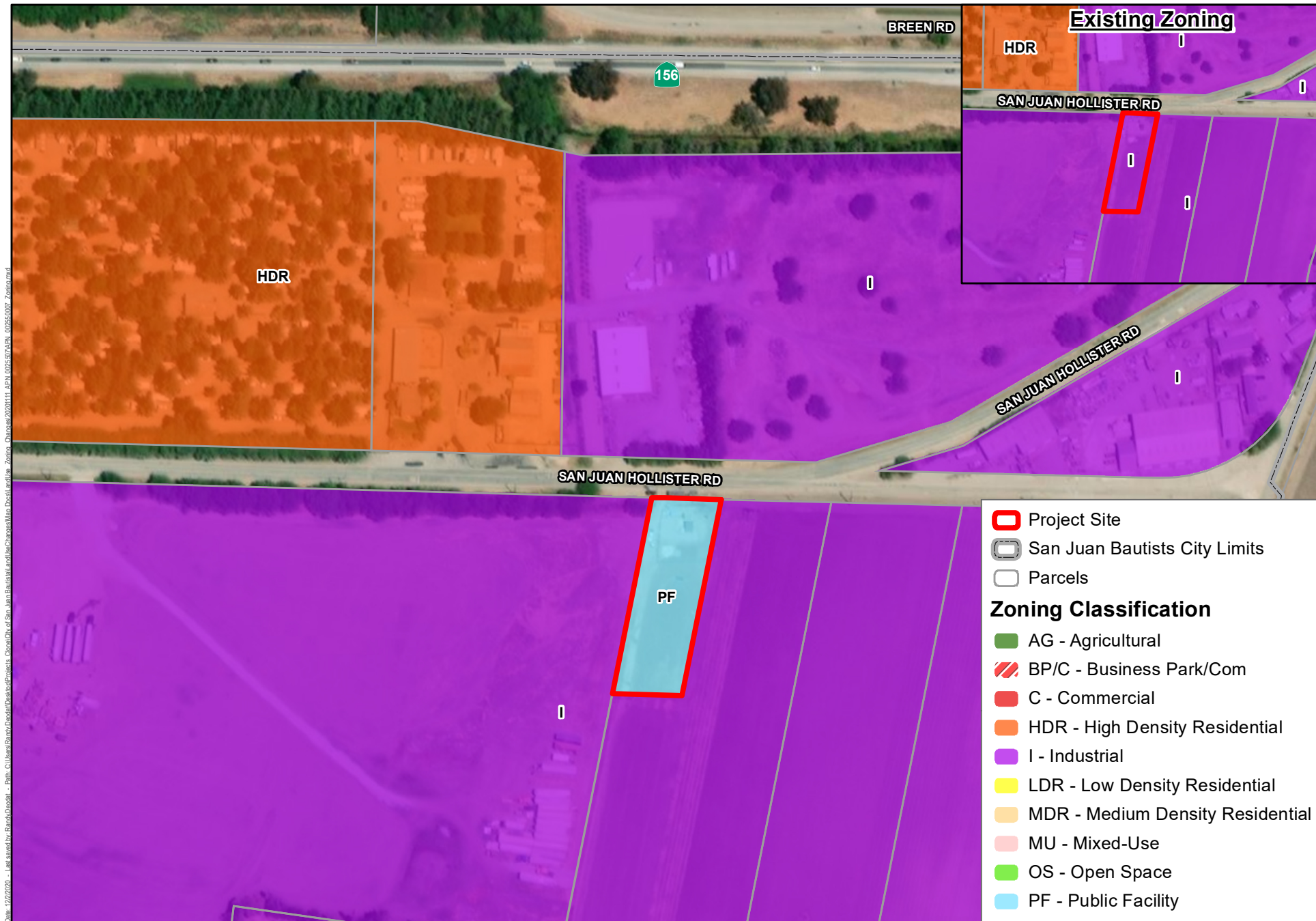
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Leslie Jordan, Mayor

ATTEST:

Shawna Freels, City Clerk



Source: Maxar Imagery 2019.



Harris & Associates



0 100 200
Feet

Figure 2

Proposed Zoning Classification

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



ADRC of San Benito County

ADRC Infrastructure Grants Program Overview

California Senate Bill 80 (SB 80) established the first state Aging and Disability Resource Connection (ADRC) Infrastructure Grants Program in 2019. The ADRC program develops coordinated networks of programs and services (No Wrong Door Systems) to serve the needs of older adults, people with disabilities and caregivers in navigating the fragmented/complicated system of long-term services and supports (LTSS) and achieving their personal goals and preferences for healthy aging. It enables consumers to access all LTSS through one agency, organization, coordinated network, or portal.

(From: ADRC Infrastructure Grant AE-1920-11 Contract Scope of Work – Exhibit A)

Background

The Aging and Disability Resource Connection (ADRC) initiative began as a collaborative effort between the State of California, the federal Administration for Community Living (ACL), the Centers for Medicare & Medicaid Services (CMS) and the Veterans Administration (VA).

Purpose and Approach

The ADRC's purpose is to provide a single more coordinated system for people seeking reliable information and access to Long-Term Services and Supports (LTSS). This purpose is achieved by building community partnerships, providing services using a person-centered approach, and reducing the number of barriers for accessing services.

Philosophy

ADRCs are intended to act as a “No Wrong Door” system which enables people of all ages, incomes, and disabilities to connect with any **one** ADRC partner organization for accessing a wide array of Long-Term Services and Support options in the community. ADRCs are also organized around a person centered philosophy of service provision which sees individuals, families, and ADRC network staff as equal partners in planning, developing and monitoring services to make sure identified needs are being met. ADRCs support the needs of caregivers and respect the diversity of families and cultures that make up their local communities.

Responsibilities

California's ADRCs are led by a core partnership between Area Agencies on Aging (AAAs) and Independent Living Centers (ILCs), and include a wide array of extended partner organizations. For the ADRC of San Benito County, Seniors Council AAA of Santa Cruz and San Benito Counties is designated by the California Department of Aging (CDA) as the lead fiscal and administrative agent for the project, and the Central Coast Center for Independent Living (CCCIL) is a lead core partner. Other core and extended partners throughout San Benito County will train on, share in, and provide coordinated ADRC service functions and supports as agreed.

Timeframe and Funding

ADRCs are developed with sustainability being of paramount importance. The goal of development work under the **ADRC Infrastructure Grants Program** is to establish a fully functioning ADRC, delivering

specific core services and supports, throughout San Benito County, **by June 30, 2021**. The intention of the effort is to sustain the provision of core services indefinitely.

Funding for the development work outlined under the ***ADRC Infrastructure Grant Program*** is provided via a State of California General Fund and California Department of Aging allocations for FY2019-20 and FY2020-21. The allocation is for a total of approximately \$196,000 for the grant period; there is no promise of additional funding.

Services

A variety of supportive core services are required to be provided by ADRCs. They are:

- **Enhanced Information and Referral Services** - Comprehensive resources information, application and enrollment support, follow-ups, and referrals via “warm hand-offs.”
- **Options Counseling** - Assist in identifying goals and needs through person-centered counseling and coordinating access to public and private-funded long-term services and supports in the community.
- **Short-Term Service Coordination** - Expedited access to services and supports for individuals at risk of institutionalization, generally for 90 days or less, until a longer-term plan is in place.
- **Transition Services** - For individuals who are currently in a hospital, nursing facility, or other institution and wishes to receive long-term services and supports at home or in a community-based setting.

In addition to these required core service offerings, other key ADRC services requirements include: searchable on-line aging and disabilities resources for consumers and family caregivers be available and accessible during non-business hours, voice and e-mail messaging be available, and detailed information about return calls and follow-up procedures be provided. Specific contact and services data, consumer satisfaction surveying, and evaluation of program outcomes are also required.

For Further Information

Britt Bassoni - Director of Programs & Special Projects
Seniors Council of Santa Cruz and San Benito Counties
234 Santa Cruz Avenue
Aptos, CA 95003
(831) 688-0400 x113
brittb@seniorscouncil.org

- or -

Judy Cabrera - Executive Director
Central Coast Center for Independent Living (CCCIL)
318 Cayuga Street, Suite 208
Salinas, CA 93901
(831) 757-2968 x22
jcabrera@cccil.org

City of San Juan Bautista
Revenues ~ Budget Vs. Actual
For the Five Month Period Ended November 30, 2020

Item #4C
City Council Meeting
January 19, 2020

REVENUES	FY20	FY21	Annual		YTD	
Fund	Actuals	Actuals	Budget	Difference	42%	Notes
General Fund	627,943	713,347	1,810,092	(1,096,745)	39%	
Special Revenue Funds:						
Capital Projects Fund	-	1,207,261	2,574,628	(1,367,367)	47%	C
Community Development	135,709	66,134	467,903	(401,769)	14%	B
COPS	63,954	59,274	100,000	(40,726)	59%	
Parking & Restroom Fd	12,838	7,772	14,812	(7,040)	52%	
Gas Tax Fund	40,758	42,754	249,897	(207,143)	17%	A
Valle Vista LLD	9,049	9,049	21,717	(12,668)	42%	
Rancho Vista CFD	38,643	24,024	57,657	(33,633)	42%	
Copperleaf CFD	14,329	8,866	21,279	(12,413)	42%	
Development Impact Fee Funds:						
Park Development	-	20,536	-	20,536		
Public/Civic Facility	33,574	1,767	-	1,767		
Library	45,166	2,377	-	2,377		
Storm Drain	-	38,288	-	38,288		
Park In-Lieu	-	10,426	-	10,426		
Public Safety	34,933	1,839	-	1,839		
Traffic	-	45,821	-	45,821		
Internal Service Funds:						
Blg Rehab. & Replace	15,833	15,833	38,000	(22,167)	42%	
Vehicle Replacement	25,000	25,000	60,000	(35,000)	42%	
Enterprise Funds:						
Water						
Operations	458,991	533,551	1,124,400	(590,849)	47%	
Capital	-	207,493	615,565	(408,072)	34%	
Sewer						
Operations	457,195	472,254	1,161,800	(689,546)	41%	
Capital	-	12,488	341,694	(329,206)	4%	C
TOTAL Funds	1,385,973	2,812,807	8,659,444	5,846,637	32%	

A ~ Measure G Funds are a significant portion of this funds budget. Those funds have not yet been received.

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.

City of San Juan Bautista
Expenditures ~ Budget Vs. Actual

City Council Meeting
January 19, 2021

For the Five Month Period Ended November 30, 2020

EXPENDITURES	FY20	FY21	Annual		YTD	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>42%</u>	<u>Note</u>
General Fund	539,114	614,392	1,676,216	(1,061,824)	37%	
Special Revenue Funds:						
Capital Projects Fund	141,998	1,207,261	2,699,628	(1,492,367)	45%	
Community Development	253,585	251,505	595,779	(344,274)	42%	
COPS	41,667	41,667	100,000	(58,333)	42%	
Parking & Restroom Fd	4,047	707	71,200	(70,493)	1%	A
Gas Tax Fund	5,486	6,482	264,447	(257,965)	2%	A
Valle Vista LLD	9,219	7,830	21,717	(13,887)	36%	
Rancho Vista CFD	1,473	14,108	27,375	(13,267)	52%	
Copperleaf CFD	1,473	3,019	14,186	(11,167)	21%	
Development Impact Fee Funds						
Public/Civic Facility	1,127	1,127	166,840	(165,713)	1%	A
Library	1,850	1,850	25,000	(23,150)	7%	A
Storm Drain	1,431	1,431	95,566	(94,135)	1%	A
Park In-Lieu	125	125	33,565	(33,440)	0%	A
Public Safety	357	357	135,319	(134,962)	0%	A
Traffic	180	180	133,314	(133,134)	0%	A
Internal Service Funds:						
Blg Rehab. & Replace	-	-	45,000	(45,000)	0%	A
Vehicle Replacement	5,460	3,409	11,890	(8,481)	29%	A
Enterprise Funds:						
Water:						
Operations	263,933	279,226	753,359	474,133	37%	
Capital	249,319	64,190	615,565	551,375	10%	A
Sewer						
Operations	300,345	343,418	741,916	398,498	46%	
Capital	18,820	77,898	341,694	263,796	23%	A
TOTAL Funds	1,351,409	2,305,790	8,569,576	6,263,786	27%	

Footnotes:

A ~ Capital fund transfers/costs are budgeted to be incurred by these funds. Since the costs/transfers occur sporadically during the year, they do not always align with the to date percentages, or prior year amounts.

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

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
101.000 - Union Bank			
101.001 - Operating Acct. 1948			
12/01/2020	214232	Harris & Associates	-14,337.50
12/01/2020	214233	Level 1 Private Security.	-4,522.50
12/01/2020	214234	Martha K. Brown.	-1,500.00
12/01/2020	214235	Monterey Bay Analytical Services	-120.60
12/01/2020	214236	P G & E	-1,491.18
12/01/2020	214237	San Benito County Tax Collector	-87.96
12/01/2020	214238	SWRCB	-5,659.00
12/01/2020	214239	Wendy L. Cumming, CPA	-6,380.00
12/01/2020	214240	All Clear Water Services	-4,100.00
12/01/2020	214241	Home Depot Credit Services	-147.87
12/02/2020	214242	Level 1 Private Security.	-19,652.00
12/08/2020	214243	3T Equipment Company Inc.	-882.65
12/08/2020	214244	ACWA Health Benefits Authority	-15,149.94
12/08/2020	214245	AVAYA	-501.32
12/08/2020	214246	Charter Communications	-554.74
12/08/2020	214247	Cypress Water Services	-10,575.00
12/08/2020	214248	Design Line & Granger	-395.49
12/08/2020	214249	Hollister Auto Parts, Inc.	-172.34
12/08/2020	214250	James Stenger.	-74.56
12/08/2020	214251	Jardines, Inc.	-150.00
12/08/2020	214252	Monterey Bay Analytical Services	-1,476.00
12/08/2020	214253	Quadient Leasing USA, Inc.	-573.37
12/08/2020	214254	Ready Refresh	-278.50
12/08/2020	214255	Rossi Bros Tire & Auto	-46.80
12/08/2020	214256	Rx-Tek	-570.00
12/08/2020	214257	San Benito County Chamber of Commerce	-245.00
12/08/2020	214258	True Value Hardware	-106.18
12/08/2020	214259	Univar Solutions	-478.85
12/08/2020	214260	Wellington Law Offices	-2,500.00
12/08/2020	214261	Wright Bros. Industrial Supply	-2.23
12/09/2020	214263	Wells Fargo	-5,000.00
12/17/2020	214264	18th Barrel Tasting Room, Inc..	-2,500.00
12/17/2020	214265	4Leaf, Inc.	-8,400.00
12/17/2020	214266	Abbott's Pro Power	-356.97
12/17/2020	214267	AFLAC	-290.69
12/17/2020	214268	att.com	-70.75
12/17/2020	214269	Bear's Hideaway, LLC.	-2,500.00
12/17/2020	214270	Clark Pest Control	-95.00
12/17/2020	214271	CSG Consultants, Inc.	0.00
12/17/2020	214272	Cynthia Lee Herrera.	-500.00
12/17/2020	214273	Cypress Water Services	-18,776.40
12/17/2020	214274	Edges Electrical Group	-39.08
12/17/2020	214275	First Alarm	-440.37

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

Date	Num	Name	Amount
12/17/2020	214276	Halina Kleinsmith.	0.00
12/17/2020	214277	Harris & Associates	-1,080.00
12/17/2020	214278	Jardines de San Juan Bautista	-2,500.00
12/17/2020	214279	KBA Docusys	-219.57
12/17/2020	214280	Level 1 Private Security.	-5,125.50
12/17/2020	214281	Monterey Bay Analytical Services	-54.00
12/17/2020	214282	P G & E	-7,014.06
12/17/2020	214283	Patricia A. Bains.	0.00
12/17/2020	214284	Ramona Hill.	0.00
12/17/2020	214285	Ready Refresh	-128.82
12/17/2020	214286	Rx-Tek	-80.00
12/17/2020	214287	Sky is the Limit Beverage Inc..	-2,500.00
12/17/2020	214288	Steve Io.	0.00
12/17/2020	214289	United Rotary Brush Corporation	-476.78
12/17/2020	214290	United Site Services of California, Inc.	-356.15
12/17/2020	214291	Veronica Pirl.	0.00
12/17/2020	214292	Wright Bros. Industrial Supply	-87.02
12/17/2020	214293	Debra Hernandez.	0.00
12/18/2020	214294	Credo Studio.	-1,849.00
12/18/2020	214295	Fool's Gold Vintage Collectique.	-84.00
12/18/2020	214296	Inaka Japanese Restaurant, LLC	-2,500.00
12/18/2020	214297	Mission Cafe.	-2,500.00
12/18/2020	214298	Mrs. B's Z-Place LLC.	-2,500.00
12/18/2020	214299	rrm design group	-1,163.75
12/18/2020	214300	Sweet Pea Antiques.	-2,000.00
12/29/2020	214301	P G & E	-3,485.32
12/29/2020	214302	Abraham's Backflow Services	-509.00
12/29/2020	214303	at&t	-79.95
12/29/2020	214304	Bartle Wells Associates	-7,190.00
12/29/2020	214305	Data Ticket Inc.	-200.00
12/29/2020	214306	Don Chapin Company.	-390,420.67
12/29/2020	214307	Harris & Associates	-10,202.50
12/29/2020	214308	Home Depot Credit Services	-143.03
12/29/2020	214309	Jenna Harris.	-432.29
12/29/2020	214310	Monterey Bay Analytical Services	-846.90
12/29/2020	214311	Monterey County Health Department	-154.00
12/29/2020	214312	P G & E	-1,132.47
12/29/2020	214313	PARSAC	-6,478.00
12/29/2020	214314	Paul Champion	-30.28
12/29/2020	214315	Sentry Alarm System	-552.00
12/29/2020	214316	Staples	-396.13
12/29/2020	214317	US Bank	-1,917.82
12/29/2020	214318	US Bank Equipment Finance	-249.61
12/29/2020	214319	Valero Wex Bank	-623.04
Total 101.001 · Operating Acct. 1948			-588,962.50

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

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Total 101.000 · Union Bank				-588,962.50
TOTAL				<u><u>-588,962.50</u></u>



CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

AGENDA TITLE: CITY MANAGER'S MONTHLY REPORT

MEETING DATE: JANUARY 19, 2021

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDED ACTION: That the City Council receive this report, ask questions if any, and file it for future reference.

At the January 19th Council meeting, we continue to re-organize for the upcoming year, by selecting two new planning commissioners. One of our Commissioners will have to replace Scott Freels on the Urban Growth Boundary Ad Hoc Committee as he has moved to the Council, but remains on the Ad Hoc Committee.

Annexation will be explored by the City Council in February. This is directly related to the UGB Ad Hoc Committee work on the Sphere of Influence. The SB2 Grant will be kicking off in February with its focus on the The Alameda Corridor Plan for those properties between the De Anza Trail and the Highway 156. The LEAP Grant is coming forward soon with a draft ADU (accessory dwelling unit) ordinance. Both projects will include a lot of community participation.

The City is scheduling a discussion about traffic control on First Street during the construction of the roundabout at Lavagnino Drive and the Rancho Vista development. We are inviting the community to participate in this conversation. Construction will begin in approximately 6-weeks, and will last 3-4 months. Should First Street be closed entirely, or always maintain at least one lane of traffic? Please help us get this notice out to the community and all interested stakeholders, including the Rancho Vista and Creekbridge residents.

We have been in conversation with the ISP provider Etheric. They have been working in Hollister for some time, and I invited them to consider placing broadband antenna at the City's water tank to improve access to the internet for our City. They have agreed to invest close to \$70,000 to make this happen. Broadband fiber currently passes through our City along First Street and The Alameda. They have reached an agreement with the Windmill to access the fiber there, then wirelessly connect to a receiver at the City's Tank. With the recent federal relief bill passed, they can reduce the subscription fees to better meet the needs of low-income residents and provide access of up to 200 megabytes download speed and 250 upload speeds. They are working with the Rotary Access team that includes the City and School District to bring access to the "white spots" in the surrounding community.

Financial Status

The City is holding its own with the budget due to higher-than-expected property tax income. General Fund expenses are below budget. The sales tax and transit occupancy tax continue to fall, but the property tax has filled in the gaps for now.

Due to COVID 19, our audit is coming forward a month late, and the mid-year budget review will occur in February. I will schedule a discussion item for March to review the strategic plan; then our budget calendar will come together quickly. I anticipate FY 21/22 will continue a flat projection of growth and services.

Water Update

We are on track with the EPA after submitting a revised schedule. We will follow the model set forth by the SBC Water District using an MOU to assure feasibility. The MOU has a breaking point estimated to occur this May. Hollister is considering a similar but "inverse" MOU to use to get the City and Hollister together. We are presenting our waste water compliance project to the Hollister City Council February 1, 2020. The process starts with an MOU, then ends with a formal long term agreement.

The third piece is the financial plan, and I am presenting an agreement with Cal Muni Financial Advisors to prepare that Plan on this agenda. We expect to complete a multi-year CIP for the two water compliance projects this spring. The RFP to design the waste water project closes January 19th. We have several interested firms and look forward to awarding the contract in February, after talking with Hollister. Both pieces, the Financial Plan and Design, will fit together to define the City's future fiscal needs to build toward a regional and secure system.

We hope to bring an agreement forward in February with a water technology firm called "Microvi." They have engineered a biological way to remove nitrates from well water and will set up a pilot project at Well 6. The work is funded through a Bill Gates Grant. All of this effort has been reviewed and approved by the Water Board, so we are excited at the possibility of getting Well 6 back on board with their help.

COVID Update

I attended the County-wide Emergency Operations meeting last Friday. The County will no longer be calling folks in an effort to "contact trace" possible exposures. They ask that all residents sign-up for the State's app: <https://canotify.ca.gov/#section4>. They are treating positive cases that do not need extra care as a 6-day illness, then removing them off of the positive charts. All of this in efforts to shift staffing towards administering immunizations.

The State has been experiencing a positive cases rate of 74 per 100, and our County remains above 80 and almost hit 100 cases this week. With the large number of people traveling over Christmas, they expect more cases to continue into the near future. A travel ban is still in effect for people coming into the State, requiring a mandatory 16-day quarantine.

The most recent Nixel provides the community with the vaccination "tier" system. The State remains on level Tier 1, vaccinating health care workers, first responders and residents in convalescent facilities. City staff is in the last Tier.

Locally our Community Liaison Lizz Turner has been very busy helping our businesses apply for the California Small Business Relief Fund. She is also hustling to wrap up the local grant program.

We have initiated a review of the City's development related ordinances to make Parklets permanent. Our City's focus is the quality of the design, and this is different than other cities that have focused on the public work process. We hope to take this to the Planning Commission for consideration in February.

Safety

The three public safety efforts, including Officer Brown, Level 1, and the Sheriff Office, have been working well together. The latest Ordinance focused on COVID-19 Compliance and its \$1,000 fine has been effective. After three citations one business has come into compliance. While vandalism was kept down over the holidays, the City has seen a growth in homelessness and abandoned vehicles. The house fire we suffered last month was shocking. The Fire Fighters responded effectively keeping it to one home.

City Council Board and Committee Membership Responsibilities

<i>Organization</i>	<i>Primary</i>	<i>Secondary</i>	<i>Meeting Times</i>	<i>Remuneration</i>
LAFCO	Cesar Flores	Dan DeVries	3 rd Wednesday 3:00 pm	None. (GC56325(b))
AMBAG	John Freeman	Leslie Jordan	2 nd Wednesday 6:00 pm	\$50
COG	Mary Edge	Cesar Flores	3 rd Thursday 3:00 pm + daytime special mtgs	\$100
Water Resources Assn (w/SBC Water Dist.)	Leslie Jordan	John Freeman	Monthly 1 st Thursday	None
West Nile Virus (San Benito County)	Mary Edge		As needed, 4 th Wednesday 3:15 pm	None
Integrated Waste Mgmt.-Local Task Force	John Freeman		Meets annually.	None
Monterey Bay Unified Air Pollution Control District Board (alternates between Hstr/SJB & S.Cruz Co. cities)	Hollister (Rotating membership)	Santa Cruz County/City	3 rd Wednesday 1:30 pm	\$100
CMAA Board	Vacant	---	Monthly	None
Intergovernmental Committee	John Freeman	Leslie Jordan	Monthly, 1 st Thursday, 10:30 am	None
Ad Hoc Committee for Pkg w/in the City	Mary Edge & Leslie Jordan	---	As needed.	None
Ad Hoc Committee for Sphere of Influence & Urban Growth Boundary	Dan DeVries & Mary Edge	---	Currently meeting at least monthly, Monday at 5:30 pm	

Item #5A
City Council Meeting
January 19, 2021

Ad Hoc Committee for Sheriff Contract	Dan DeVries & Mary Edge	---	As needed.	None
Ad Hoc Committee for Cannabis	Dan DeVries, John Freeman	---	As needed.	None
Investment Advisory Committee	Dan DeVries, CM, Treas., Accountant	---	As needed.	None
San Benito Homeless Planning Group (County)	Cesar Flores	Mary Edge	Monthly, 2 nd Monday 2:00 pm	None
Mont./S.Benito Co. Continuum of Care Leadership Council	Cesar Flores	---		None
Monterey Bay Comm. Power Authority Policy Board	John Freeman	Leslie Jordan	1 st Wednesday, 8 meetings/year 10:30 a.m.	\$100
Area Agency on Aging	Mary Edge	Cesar Flores		None

Revised ??

Planning Commission

2-3-110 Qualifications – Appointment – Term. SHARE

(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 members' 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 subsection (E) of this Section, the City Council shall appoint an ad hoc subcommittee of two (2) 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 a Planning Commission member's term, reappoint the 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 Planning Commission, as set forth in subsection (D) of this Section.



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: APPOINTMENT OF TREASURER
MEETING DATE: NOVEMBER 17, 2020
SUBMITTED BY: THE CITY ATTORNEY

BACKGROUND INFORMATION:

A vacancy has occurred in the City Treasurer position by virtue of the fact that nobody ran for City Treasurer and the position was therefore not filled at the recent General Election. Pursuant to California Government Code Sec. 36512, subsection (b), if a vacancy occurs in an elective office, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election. A special election on the heel of an election, where no one ran, would not seem to accomplish the goal of filling the position. As such, it is assumed that the Council will want to appoint a City Treasurer. It is also noted that under California law, a City must have a Treasurer.

The City Council should decide upon a process for the appointment of a City Treasurer at tonight's meeting. The applicant must be eighteen years of age, a registered voter, and a resident of the City. It is recommended that staff prepare a job description. It is worth noting that this position does not have a heavy work load, since staff and hired accountants and auditors do the majority of the work. The position then should be advertised, a date given to submit applications, with the application requirements to be decided by the City Council.)

RECOMMENDATION:

Staff recommends the following process, for City Council consideration:

The Position be advertised on the City Website and at such other places as determined by the City Council.

The applicants be asked to submit a biography or resume and a statement of interest for his or her application.

The application period should close on December 1.

The City Council should direct the City Manager to review the applications and make a recommendation to the City Council.

The appointment of the Treasurer should be voted upon by the City Council at the regular City Council meeting on December 15.

Finally, the City Council should consider placing a measure on the ballot at the next regular election (in two years) to propose a change for the City Treasurer from an elected to an appointed position. The majority of cities in California have voted to change the position from an elected to an appointed position. Because a citizen of the City can run for and win the position, having no skills or training in governmental accounting, cash management or investment; staff and outside accountants have been forced to take over the essential functions of a treasurer. The elected position has become an almost ceremonial position. It is more functional to allow an appointment to the position (of preferably a City staff person), who can be selected from among qualified individuals and be trained on a regular basis in government accounting cash management and investments. If the Council expresses an interest in considering changing from elected to appointed, a resolution can be brought to the Council closer to the 2022 General Election.

PUBLIC NOTICE
NOTICE OF VACANCY
CITY TREASURER

A vacancy has occurred in the City Treasurer's Office. Candidates are sought for the position of City Treasurer for the City of San Juan Bautista. *To qualify, a candidate must be an elector and resident of the City of San Juan Bautista.*

The City Treasurer is the keeper of all money coming into their hands as treasurer. They comply with all laws governing the deposit and securing of public funds and the handling of trust funds in their possession. They pay out money only on warrants signed by legally designated persons. Monthly, the City Treasurer submits to the City Clerk a written report and accounting of all receipts, disbursements and fund balances, and files a copy with the City Council. The City Treasurer performs such duties relative to the collection of city taxes and license fees as prescribed by ordinance. The City Treasurer may appoint deputies for those acts for which they are responsible.

City Council has set a \$100 monthly stipend for this position.

Interested applicants shall submit a resume, or biography, and statement of interest to City Hall at 311 Second Street, P.O. Box 1420, San Juan Bautista, CA 95045, or e-mail to deputycityclerk@san-juan-bautista.ca.us for receipt not later than **1:00 p.m. on Monday, January 18, 2021**. Appointment to fill the vacancy will be addressed at the January 19, 2021 Regular Meeting of the City Council, at 6:00 p.m. Applicants should plan to attend via Zoom. This is a temporary position, lasting until the November 2022 General Election.

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

www.san-juan-bautista.ca.us

FILED
CITY OF SAN JUAN BAUTISTA
JAN 05 2020 *JSP*
OFFICE OF THE CITY CLERK

Dear City of San Juan Bautista:

On December 15th I was made aware at the city hall meeting that there was a vacancy to fill the City Treasurer role. I would like to be considered for this role. With 8+ years progressive accounting experience, I am confident that I will have a positive impact on the City's accounting efforts..

As an evolving professional who strives for precision and accuracy I have been able to demonstrate best accounting practices for each role I have held. Since moving to San Juan Bautista two years ago my husband and I knew we wanted to be more involved in the community. When the City Treasurer role opened up I saw it as a great opportunity to help the city with something that I do for a profession.

I am very interested in meeting with you to further discuss my credentials and the corresponding benefits that I could offer the city. My resume is enclosed with this letter which will provide you with comprehensive information about my skills, experience and education.

Thank you for your kind consideration.

Sincerely yours,

Michelle G. Sabathia

Enc. Resume

SKILLS

Technology:

Microsoft Word | Excel | PowerPoint | Outlook | Salesforce | Everest | Acumatica | Oracle | SAP | Share Point | Adobe Acrobat | Bill.com | NetSuite | Expensify | Quickbooks

Leadership:

Problem Solving | Teamwork | Highly Organized | Able to Multi-Task | Fast Learner | Detail Oriented | Bilingual & Bi-Literate (English & Spanish)

Michelle G. Sabathia



1111 Rancho Way
San Juan Bautista, CA 95045



michelle5791@gmail.com



650.422.9214

OBJECTIVE

Obtain a position in a growing organization where I can utilize & further develop my analytical skills

WORK EXPERIENCE

Wag Labs Inc, Mountain View, CA. – Staff Accountant → Senior Accountant

January 2019 – Present

- Responsible for:
 - Taking month-end financial accounting close process from a 15-day close to a 4-day close
 - Analyzing/explaining balance sheet & income statement fluctuations/variances
 - Streamlining reconciliations to ensure efficient & accurate recording of expenses
 - Assisting with preparation of audit schedules & compiling year-end external audit requests
 - Ensuring accuracy/recording of inventory, fixed assets, prepaids, expense reports, cash reconciliations, AP processing, & other GL accounts
 - Leading the implementation of a new ERP system (Netsuite) which included, data validation, data reconciliation & testing transactions
 - Perform other special projects & analyses as directed by management
 - Monthly sales tax/use tax filings
 - Monthly revenue recognition & cost of goods sold
 - Analyzing trends in all areas of OPEX expenses to help business partners gain key insights into spend
 - Maintain financial model, forecast expense accounts
 - Designing and creating weekly and monthly spending reports

Highfive, Redwood City, CA. – Accountant

June 2017 – January 2019

- Responsible for:
 - Full-cycle AP processing, including two-way & three-way matching
 - Fixed Assets, Prepaids, Expenses (AMEX transactions) & Expense Reports
 - Creating & automating an inventory management tracking system
 - Monthly reconciliations of key balance sheet accounts, GL journal entries & account analysis
 - Analyzing AR aging to identify overdue/delinquent accounts & drive the collections process for past due accounts.
 - Managing day-to-day processing of accounts receivable including invoicing, applying cash receipts, bank reconciliations
- Assisted on:
 - Monthly sales tax/use tax filings
 - Monthly revenue recognition
 - Preparing monthly balance sheet & income statement flux variance analyses
 - Process improvement projects, including coordination with cross-functional teams

Omnicell, Mountain View, CA. – Revenue Operations Specialist

January 2016 – May 2017

- Responsible for:
 - Performing regression testing to validate completeness, accuracy, & performance of UAT IT projects.
 - Preparing, managing & reconciling billing population for products & services of assigned region.
 - Reviewing contracts to analyze source of variances between SAP CRM & SAP ECC.
 - Collaborate cross-functionally with Sales Operation & IT to drive efficiency in quote-to-cash cycle.
- Additional projects:
 - Working closely with sales, account management & delivery teams to seek missing contracts, acceptance forms, proof of delivery, etc.
 - Processing damaged shipment items & ECO changes
 - Analyzing billing data to report monthly, quarterly & annually
 - Reconciling & issuing credits
 - Providing metrics on all item returns & comparing them against previous months

Quinstreet, Foster City, CA. – Accounts Receivable Associate, Contractor

June 2015 – December 2015

- Responsible for:
 - Processing ACH, credit card & wire transfers; including refunds & adjustments for prepaid sales orders
 - Processing lockbox reports & ensuring payments have been posted to the correct accounts
 - Processing & auditing daily cash receipts & resolving internal & external customer account inquiries regarding cash application
 - Communicating with billing & sales departments to resolve processing issues
 - Reviewing & researching unapplied cash & credit payments
 - Charging & updating credit cards via Cybersource platform & depositing checks via online banking platform
 - Reconciling bank statements, monitoring & resolving bank issues including fee anomalies & check differences
- Provided assistance with:
 - Month-end & quarter-end close
 - Billing across various verticals & other projects as assigned

NetApp, Sunnyvale, CA. – Invoicing Specialist, Contractor

March 2015 – June 2015

- Responsible for:
 - Invoicing & Auditing for +300 customers in Latin America & APAC
 - Reports generated for submission through:
 - Customer web-portals | E-mail automation | Standard mailings | Bi-weekly manual debits & credits
 - Auditing included but was not limited to:
 - Updating client payment terms | Verification of payment amounts | Maintaining & updating vendor files
 - Requesting corrections to purchase orders, as needed | Posting manual transactions | Updating bank changes
 - Notifying the correct team (tax, collections, quoting, order management) about discrepancies with invoices & updated ECM server.

EDUCATION

2013 B.A. | Major: Economics, University of California; Merced, Merced, CA
2013 B.S. | Major: Management, University of California; Merced, Merced, CA
Attended | Lund University, Lund, Sweden

Request to fill vacancy for the city treasurer's position

FILED
CITY OF SAN JUAN BAUTISTA

JAN 15 2020

OFFICE OF THE CITY CLERK

Greetings Mayor and Council members:

For the past 8 years, I have been your elected "City Treasurer".

Unfortunately, I missed the election filing date for the 2020 election due to family emergencies in Texas this past fall.

After I realized I had missed the filing date, I asked our deputy city clerk (Trish) if I could just go through the "write in" process. Trish checked with the San Benito County Election Office and informed me that I could not go through the "write-in" process because I was the "currently" elected City Treasurer.

Therefore, I am asking the Council to appoint me until the next election cycle.

Background:

I have been a resident for over 26 years in San Juan Bautista. My family has been involved with many aspects of our community. My wife and daughter have been volunteers in our historical re-enactment society.

**Last August I retired from teaching in the public school system.
(35 years -most of them were in the Salinas Union High School District.)**

I have a strong background in business and technology.

Educational Background:

Bachelor Science from Baylor University

Masters Degree from Texas A&M

and I am currently working to complete my MBA

Masters Degree in Business Administration- on-line

Over the past 8 years, I have been involved with many aspects of our city budgets, supporting our city managers, supporting our city staff members, reviewing our city accounting processes and working with our auditors with regard to our budgets and managing our city debt. I am happy to say, the last 8 years have been challenging but rewarding and I believe San Juan Bautista is financially moving in a positive direction with regard to financial stability.

I am asking for your support to continue as your "City Treasurer".

Thank You,

Chuck Geiger

Date: 1-15-21





CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE: POLICY ESTABLISHING CONFINED SPACE
PROCEDURES**

MEETING DATE: January 19, 2021

DEPARTMENT HEAD: Trish Paetz, Administrative Services Manager

RECOMMENDED ACTION:

Adopt a policy for the Public Works Department, establishing procedures for entering confined spaces.

BACKGROUND INFORMATION:

The Public Works crew received training in confined space safety procedures involving permit-required confined space procedures, non-permit confined procedures, and use of equipment among other training. The City desires a policy in place as required by Cal OSHA and our insurance carrier, PARSAC. Upon approval the equipment for entering confined spaces is in the Public Works Department budget, and they are eager to purchase the safety gear and equipment, and put it into use.

FISCAL IMPACT

Nothing.

Attachments:

Policy

Resolution

Confined Space Program

PURPOSE

This written regulatory compliance program specifies requirements to be followed by City employees assigned to perform permit-required and non-permit required confined space operations. The safety requirements for proper identification, assessment and entry into confined spaces identified as permit-required confined spaces are compliant with the California Code of Regulations (CCR) Title 8, Sections 5156-5158 (8CCR5156-5158) and must be strictly adhered to. Definitions of terms used in the Cal-OSHA regulations are listed in Attachment A.

I. Evaluations and Classifications

a. Workplace Evaluation

1. The Public Works Department Manager will identify and evaluate known and potential confined spaces associated with department operations;
2. The Public Works Department Manager will prepare an inventory list of known confined space locations, types, and/or tasks;
3. This evaluation and inventory list will be reviewed and updated annually.

b. Confined Space Classifications

Confined spaces are defined as locations that:

1. Are large enough and so configured that an employee can bodily enter and perform assigned work;
2. Have limited or restricted means for entry or exit; or
3. Are not designed for continuous employee occupancy;
4. Non-permit confined spaces are defined as confined spaces that do not contain or have the potential to contain any atmospheric hazards capable of causing death or serious physical harm;
5. Permit-required confined spaces are defined as locations that:
 1. Contain or have the potential to contain a hazardous atmosphere;
 2. Contain a material that has the potential for engulfing an entrant (e.g. liquid, soil);
 3. Contain inwardly converging walls or a floor that slopes downward and tapers to a smaller cross-section where an entrant could be trapped or asphyxiated; or

4. Contain any other recognized serious safety or health hazard or have the potential for rapid change in work environment (e.g. unsafe temperature, electrical shock, hazardous chemicals).

2. Responsibilities

a. Risk Manager will:

1. Serve as a resource and support for confined space issues;
2. Maintain, revise, and distribute this program to appropriate departments;
3. Assist in developing and presenting confined space safety training; and
4. Assist departments in any additional specialty air monitoring, testing and selection of respiratory protection equipment.

b. Public Works Department Manager will:

1. Identify all operations that potentially involve confined space entry;
2. Determine if the confined space is a permit-required confined space;
3. Maintain a current inventory list of all known permit-required confined space locations, types, and/or tasks;
4. Ensure that a warning sign or label (temporary or permanent) is attached to the entry points of all known, permit-required confined spaces; and
5. Ensure only trained personnel are assigned to confined space operations (e.g. attendant, entrant, or entry supervisor positions) and follow all aspects of this program prior to allowing any employee to enter the confined space.

All permit-required confined spaces which are labeled must be posted. Signs will have languages similar or equal to:

**DANGER
PERMIT-REQUIRED CONFINED SPACE
DO NOT ENTER UNLESS AUTHORIZED
AND PROPER EQUIPMENT IS PRESENT**

6. Whenever possible, permit-required confined spaces will be posted with permanent signage. Remote locations permit-required confined spaces (e.g. maintenance holes, vaults, etc.) may be temporarily posted during entry operations;

7. Ensure only trained personnel are assigned to confined space operations (e.g. attendant, entrant, or entry supervisor positions) and follow all aspects of this program prior to allowing any employee to enter the confined space.

c. Entry Supervisors will:

1. Function as the on-site work supervisor having the authority and responsibility to determine if acceptable entry conditions exist and to authorize entry into a permit-required confined space;
2. Remain on-site at the location of permit-required confined space entry operations at all times that employees are in a confined space unless duties are transferred to another qualified employee in the event that he or she must leave the worksite; and
3. Determine the appropriate type of communication system (e.g. radio, voice, etc.) to be used during confined space operations.

d. Attendants will:

1. Be assigned for all permit-required confined space operations at the entrance to the confined space;
2. Know the hazards as well as the signs and symptoms of exposure associated with the assigned confined space entry operation, including the behavioral effects of hazard exposure;
3. Continuously maintain awareness of authorized entrants' activities, including an accurate count of entrants;
4. Remain outside the permit-required confined space until relieved by another authorized attendant;
5. Communicate with authorized entrants and monitor their activities;
6. Alert the authorized entrants when evacuations is necessary;
7. Summon rescue and emergency services (i.e. call 911) if authorized entrants need assistance to escape from permit-required confined space;
8. Warn against and prevent unauthorized entry into the permit-required confined space;
9. Inform the entry supervisor if unauthorized entry occurs; and

10. Perform non-entry rescues, as necessary, utilizing extraction equipment (i.e. the retrieval system or self-rescue).

e. Entrants will:

1. Follow all rules and instructions;
2. Report any accidents, injuries, or work-related problems to the supervisor; and
3. Follow job assignments as authorized entrant and/or attendant.

PROCEDURES

1. Job Planning

All potential confined spaces must be evaluated to determine if these spaces should be classified as a non-permit or permit-required space. Non-entry options for performing the work should be considered. All spaces will be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The following information must be obtained and evaluated prior to performing entry operations by a trained confined space entrant or supervisor.

- a. Nature, type and size of the permit-required confined space including a means of exit and ventilation;
- b. Hazardous sources of energy that will require lockout/tag out (e.g. isolation);
- c. Chemical hazards in the permit-required confined space including hazardous atmospheres, sludge, scale, sewer gas, chemical, etc.;
- d. Physical hazards including electrical, noise, heat stress, slip, trip, fall, etc.;
- e. Reason for entry (i.e. nature of operations);
- f. Equipment to be operated for ventilation, lighting, cleaning, air monitoring, emergency extraction, etc.;
- g. Anticipated duration of the job, work crew size, etc.;
- h. Determination of the appropriate type of communication system to be used during operations.

2. Air Monitoring

The air inside confined spaces must always be tested, from outside the space, and before entry into any confined space. As a minimum, the air must be tested for percent oxygen content (OXY %), percent Lower Explosive Limit (LEL %) atmospheres, and parts per million of carbon monoxide (CO) and hydrogen sulfide (H₂S). Additional tests may also be specified. (Refer to Attachment B.)

- a. A trained entrant or supervisor will ensure that pre-entry atmospheric testing is performed, and results are recorded on the non-permit validation form (Attachment C) or confined space entry permit (Attachment D);
- b. Representative atmosphere tests will be taken from at least three (3) different levels and locations, or approximately every four feet including corners and low spots;
- c. Air monitoring equipment will be maintained and calibrated following the manufacturers' recommendations by an appropriately qualified person.

3. Non-Permit Space Entry Procedure

For classification as a non-permit confined space, the only hazards that may be present are limited means of entry/exit or that the space is not designed for continuous human occupancy. Non-permit entry into confined spaces may be allowed only when initial air monitoring confirms a non-hazardous atmosphere. (Refer to Attachment B.)

- a. A trained confined space entrant or supervisor will:
 - 1. Conduct air monitoring to verify a non-hazardous atmosphere;
 - 2. Verify no hazards that could produce serious injuries exist; and
 - 3. Use the confined space non-permit entry validation form to document the pre-entry evaluation (Attachment C).
- b. Mechanical ventilation may be used to reduce air contamination for non-permit entry (Yellow Zone, Attachment B). If mechanical ventilation is necessary to eliminate air contaminants, an attendant, two-way communication and continuous ventilation are required for non-permit confined space entry operations;
- c. If initial air contamination is hazardous (Orange Zone, Attachment B) a permit is required.

4. Permit Required Confined Space Entry Procedures

Pre-entry evaluation will assess the size of the permit-required confined space, entry/exit access, chemical hazards, air quality, and work to be performed.

- a. The entry supervisor must obtain the job planning information, conduct air monitoring and initiate an individual confined space entry permit for each space to record information obtained in the pre-entry evaluation (Attachment D);
- b. When necessary (e.g. unusual conditions, hazardous atmospheric conditions or any significant safety concern), the entry supervisor should review the confined space entry permit with the Department Manager, Risk Manager or designated person prior to signing off on the permit before work begins;

- c. The entry supervisor must review the confined space entry permit with the job site employees;
- d. The confined space entry permit must be posted at the entrance to the confined space during all entries authorized by the permit;
- e. The entry supervisor will ensure that all testing, ventilation, communication, lighting, barriers, ladders, and personal protective equipment required for an authorized entry is available, in good condition, and is used as required. All lighting must be explosion proof;
- f. Prior to and during authorized entry, the entry supervisor must ensure the following:
 - 1. The permit-required confined space is posted, and unauthorized entry is prohibited;
 - 2. All hazards have been identified, evaluated and mitigated as needed;
 - 3. Acceptable entry conditions have been reviewed (Attachment B);
 - 4. The permit-required confined space is isolated. Note: some spaces cannot be isolated (e.g. wet wells with no isolating valves or large mains);
 - 5. The permit-required confined space is properly ventilated;
 - 6. The work area and confined space entry locations are marked and isolated to provide pedestrian, vehicle and/or other hazard barriers;
 - 7. Safety Data Sheets (SDS) will be posted for chemicals used in confined spaces. Supervisors should brief entrants and attendants on the content of SDS.
- g. The conditions in the permit-required confined space must remain acceptable for entry throughout the entire authorized entry. Air-monitoring will be conducted continuously and results recorded every 15 minutes;
- h. Permit-required confined spaces will be continuously ventilated during all entry operations to reduce to, or remain below, specified atmospheric levels of contaminants;
- i. Ventilation will be positioned to blow air into, or pull air out of, the confined space as specified by the entry supervisor;
- j. Ventilation will be continued for an adequate period of time before testing and entry, as well as at all times during entry;
- k. The entry supervisor will assign at least one attendant outside the permit-required confined space to monitor the authorized entrant(s) and will review job tasks and safety responsibilities with both attendants and authorized entrants.

5. Control of Hazardous Substances and Energy

The entry supervisor will verify that all sources of hazardous substances or energy are deactivated, de-energized, are restricted from operation (locked-out and tagged-out) and are verified as de-energized prior to authorizing employee entry.

- a. Any machinery or other hazard that is electrically, mechanically, chemically, hydraulically, or pneumatically supplied must be de-energized and locked out prior to entry. Pneumatically and hydraulically supplied machinery or hazards must be depressurized, and the air supply disconnected, locked out and/or tagged out;
- b. Where applicable, any pipes, ducts or drains, which could introduce dangerous chemicals, pressure or water into the confined space, must be disconnected, blanked or capped. As an alternative, two consecutive shut-off valves can be closed and tagged out. Whenever possible, at least one valve should be chained and locked into the closed position;
- c. Any drain valves for the confined space must be locked into the open position and tagged.

6. Safety Harnesses, Lifelines and Extraction Equipment

A lifeline and full body harness will be used for all permit-required confined space entry operations unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. The lifeline must be attached to a retrieval system or a fixed anchor.

A retrieval system (i.e. safety harness, lifeline and extraction device) will be used for all permit-required confined space entry operations into vertical spaces more than five feet deep. The purpose of the retrieval system is to affect non-entry rescue by the attendant in the event of a confined space emergency and to act as fall protection.

Extraction devices are primarily intended for top entry situations.

7. Shift Changes

In the event of a shift change, the initial shift personnel will exit the confined space and the existing confined space entry permit will be canceled. The shift going on-duty will follow all procedures for initial entry into a permit-required confined space. The on-duty shift entry supervisor will initiate, complete and authorize a new confined space entry permit.

8. Permit Completion Procedure

- a. When the operation is complete or terminated, the authorized entrant(s) will be immediately removed from the permit-required confined space and the confined space entry permit canceled by the entry supervisor by checking the canceled box on the permit. The permit will be cancelled if any condition not allowed by the confined space entry permit arises in or near the permit-required confined space;

- b. Problems encountered during entry will be noted on the confined space entry permit;
- c. Following completion of each job, the confined space entry permit(s), or a copy, will be filed with the Department Manager or designated person;
- d. All canceled permits will be retained for at least one year (12 months) after cancellation.

9. Respiratory Protection

Consult with your supervisor to further evaluate hazards for any air contamination that cannot be eliminated with ventilation. Consult with Department Manager prior to using any respiratory protection equipment in a confined space. Air purifying filter cartridge respirators do not provide protection and cannot be used in oxygen deficient atmospheres (refer to Attachment B).

10. Emergency Procedures

Preparation is essential for dealing effectively with emergency situations:

- a. The entry supervisor will identify how fire/rescue/paramedic services can be summoned by locating the nearest operating telephone and/or radio. The telephone and/or radio must be tested to make sure they are operating properly. The exact worksite address, cross-streets, or location where the person summoning help can be met must also be identified;
- b. The attendant must be prepared at all times to act in the event of an emergency and must always be prepared to call for help. The entry supervisor and/or attendant will have immediate access to telephone or two-way radio for the purpose of requesting emergency rescue services;
- c. The entry supervisor will maintain verbal communication with the attendant at all times during the entry operations;
- d. The attendant must **never** enter the confined space to attempt rescue. The attendant will attempt non-entry rescue **only** by requesting the entrants to evacuate and/or activating the extrication equipment;
- e. The attendant or entry supervisor will contact the Fire Department to request emergency aid. When calling for help, the following information must be furnished:
 - 1. Caller's name and call back phone number;
 - 2. Address and exact location of the confined space; and
 - 3. Nature of the emergency including the number of workers affected, any known hazards, and the events leading up to the emergency.

- f. When emergency personnel arrive on-scene, the entry supervisor and/or attendant will:
 1. Update the rescue personnel;
 2. Have the confined space entry permit available for review; and
 3. Assist as requested.

TRAINING REQUIREMENTS

1. Any employee that enters a confined space (authorized entrant), serves as a stand-by (attendant), or supervises a job involving a confined space (entry supervisor), must receive training;
2. No employee may be assigned to evaluate the hazards of a potential confined space or work in a permit-required confined space job until trained;
3. New employee initial training will be provided on an as-needed basis by the Department Manager or designated person;
4. Employees will not be eligible for confined space work unless they attend all training lectures, participated in all training exercises and demonstrate proper use of test instruments, personal protective clothing and equipment, lifeline, harness, extraction device, ventilators and other related equipment;
5. The Department Manager or designated person, in association with the qualified trainer, will verify that the training requirements have been satisfied. Certification will be documented and include the following:
 - a. Employee name;
 - b. Date of certification; and
 - c. Name (and initials or signature) of the trainer.
6. Training will cover the following topics:
 - a. Hazards of confined space operations;
 - b. Differences between non-permit and permit-required confined space;
 - c. The content of this regulatory compliance program;
 - d. The Cal-OSHA permit-required confined space standard;
 - e. Use of the confined-space entry permit;
 - f. Conditions prohibiting safe entry;

- g. Duties of the entry supervisor, attendant, and authorized entry workers;
 - h. Use of test instruments, lifeline, harness, extraction device and personal protective clothing and equipment; and
 - i. Emergency and rescue procedures.
- 7. Training will be updated:
 - a. Whenever there is a change in entry procedures;
 - b. Whenever new hazards have been identified or there are inadequacies in an employee's knowledge and/or the use of these procedures;
 - c. As needed based on changes to regulations and/or procedures; and/or
 - d. Annual refresher training.

PROGRAM EVALUATION

- I. Requirements
 - a. The City's Confined Space Operations Program will be re-evaluated annually and updated as needed.
 - 1. The Risk Manager will be responsible for initiating and documenting the annual program review;
 - 2. Entry Supervisors may participate in each annual review.
 - b. Annual program review will include the following:
 - 1. Review of canceled confined space entry permits for the last 12 months;
 - 2. Review of the non-permit and permit-required confined space location/task inventories;
 - 3. Training records;
 - 4. Any known and/or documented confined space safety incidents; and
 - 5. Air monitoring instrument, retrieval system, safety and other equipment condition, maintenance usage, etc.

Definitions

(Attachment A)

Acceptable Entry Conditions

Environmental conditions inside a permit-required confined space where there are no atmospheric components potentially hazardous to health or safety.

Attendant

A person designated to remain outside one or more permit-required confined spaces to monitor the authorized entrants and performs all attendants' duties assigned on the entry permit.

Authorized Entrant

An employee who is authorized by the employer to enter a permit required confined space.

Buddy System

At least two persons equipped with approved respiratory equipment shall be on the job and communication shall be maintained between both or all individuals present.

Blanking or Blinding

The absolute closure of a pipe, line, or duct by the fastening of a solid plate (such as a spectacle blind or skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line, or duct with no leakage beyond the plate.

Confined Space

A space that is a) large enough and so configured that an employee can bodily enter and perform assigned work; b) has limited or restricted means for entry or exit; and c) is not designed for continuous employee occupancy such as tanks, silos, vats, vessels, boilers, compartments, ducts, sewers, pipelines, vaults, bins, tubs and pits.

Double Block and Bleed

The closure of a line, duct, or pipe by closing and locking or tagging two in-line valves and by opening and locking or tagging a drain or vent valve in the line between the two closed valves.

Emergency

Any occurrence or event internal or external to the permit-required confined space that could endanger entrants, or any condition not permitted on the entry permit including any failures of hazard control, monitoring, communication or lighting equipment.

Engulfment

The surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.

Entry

The action by which a person passes through an opening into a permit-required confined space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

Entry Permit (permit)

The written or printed document containing specific information that is provided by the entry supervisor to allow and control entry into a permit space.

Entry Supervisor

The person responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required.

Hazardous Atmosphere

An atmosphere that has the potential to cause death, incapacitation, impairment of ability to self-rescue, acute illness or delayed illness that can result in injury from one or the combined effects of the following causes:

1. Flammable gas, vapor, or mist in excess of 10 percent of its lower explosive limit (LEL);
2. Atmospheric oxygen concentration below 19.5 percent or above 23.5 percent;
3. Atmospheric concentration of any substance for which a permissible exposure limit is published and which could result in employee exposure in excess of that permissible exposure limit (e.g. carbon monoxide greater than 25 ppm, or hydrogen sulfide greater than 10 ppm) or any other atmospheric condition that is immediately dangerous to life or health. (**Note:** Flammable gases may also be toxic. Decreased oxygen levels may be caused by displacement of oxygen by a toxic substance.)

Hot Work Permit

The written authorization to perform operations capable of providing a source of ignition as per the City of Sacramento's Regulatory Compliance Program No. 11.

Immediately Dangerous to Life or Health (IDLH)

Any condition that poses an immediate or delayed threat to life or that would cause irreversible adverse

health effects or that would interfere with an individual's ability to escape unaided from a permit space.

Inerting

The displacement of the atmosphere in a permit space by a noncombustible gas to such an extent that the resulting atmosphere is noncombustible.

Isolation

The process by which a permit-required confined space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding; misaligning or removing sections of lines, pipes, or ducts; a double block and bleed system; lockout or tag out of all sources of energy; or blocking or disconnecting all mechanical linkages.

Line Breaking

The intentional opening of a pipe, line, or duct that is, or has been, carrying flammable, corrosive, or toxic material, an inert gas, or any fluid at a volume, pressure, or temperature capable of causing injury.

Non-permit Required Confined Space

A confined space that does not contain or have the potential to contain any atmospheric or other hazard capable of causing death or serious physical harm.

Oxygen-Deficient Atmosphere

An atmosphere containing less than 19.5 percent oxygen by volume.

Oxygen Enriched Atmosphere

An atmosphere containing more than 23.5 percent oxygen by volume.

Permit-Required Confined Space

A confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; and
4. Contains any other recognized serious safety or health hazard.

Permit-Required Confined Space Program

The City's overall program for controlling and, where appropriate, for protecting employees from permit space hazards and for regulating employee entry into permit spaces, also known as Regulatory Compliance Program Number 6.

Permit System

The written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.

Prohibited Condition

Any condition in a permit space that is not allowed by the permit during the period when entry is authorized.

Rescue Service

The personnel designated to rescue employees from permit spaces.

Retrieval System

The equipment (including a retrieval line, chest or full-body harness, wristlets, if appropriate, and a lifting device or anchor), used for non-entry rescue of persons from permit spaces.

Testing

The process by which the hazards that may confront entrants of a permit space are identified and evaluated.

Ventilating

The process where clean fresh air is blown into a permit-required confined space while persons are in the space.

Confined Space Acceptable Entry Condition Guide (Attachment B)

Decision	Oxygen	Lower Explosive Limits (LEL's)	Carbon Monoxide	Hydrogen Sulfide
<u>Normal Air</u>	20.9%	0%	0ppm	0ppm
<u>Non-Hazardous Atmosphere</u> Permit may be required Consult with supervisor if normal atmosphere cannot be achieved	19.5-23.5%	Less than 10%	Less than 25ppm	Less than 10ppm
<u>Hazardous Atmosphere</u> Permit Required Entry allowed with supplied air or SCBA only. Consult with supervisor and EH&S.	16-19.5% OR more than 23.5%	10-19%	25-500ppm	10-100ppm
<u>No Entry Allowed</u>	Less than 16% OR more than 23.5%	More than 20%	More than 500ppm	More than 100ppm

Mechanical ventilation may be used to achieve non-permit entry conditions only when initial air monitoring results are non-hazardous (Yellow Zone).

If air quality cannot be improved to normal with mechanical ventilation, further investigation is required to determine and address the cause of low / high oxygen or presence of other toxins.

Permit is required if initial air quality does not meet yellow zone, the cause of low/ high oxygen is unknown or other any other safety or health hazards exist.

Do not enter a confined space using respiratory protective equipment unless specifically reviewed and approved by Risk Manager.

Confined Space Non-Permit Validation **(Including entry into manholes, sumps and basins)** **(Attachment C)**

Confined spaces may be entered without the need for a written permit or attendant provided that the space contains no air contaminants or safety hazards. All confined spaces will be considered permit-required until the pre-entry evaluation confirms no hazardous conditions. A trained confined space supervisor or entrant must complete the following pre-entry check list to confirm the space is non-permit.

1. Have you notified the supervisor that an entry is to be made? ☐ Yes ☐ No
2. Have you verified that no hazards exist? (e.g. engulfment, electrical or atmospheric)? ☐ Yes ☐ No
3. Did you lockout and block sources of hazardous energy or substances leading to the immediate area? ☐ Yes ☐ No
4. Are there large (greater than 12 inch) or fast flowing laterals? ☐ Yes ☐ No
5. Did you survey the surrounding area to identify hazards such as drifting vapors from tanks, piping, or sewers? ☐ Yes ☐ No
6. Does your knowledge of the area indicate that it will remain free of dangerous air contaminants or engulfment hazards while occupied? ☐ Yes ☐ No
7. Has the gas detector been bump tested at the beginning of the shift? ☐ Yes ☐ No
8. Did you sample the atmosphere within the space to determine Whether hazardous air contamination and/or oxygen deficiency exists? ☐ Yes ☐ No
9. Did the atmosphere check as acceptable (no alarms)? ☐ Yes ☐ No
10. Will the atmosphere be continuously monitored while the space is occupied? ☐ Yes ☐ No
11. Have you notified your supervisor when you have exited the space? ☐ Yes ☐ No

[Type here]

If any questions are answered **No**, a permit entry is required. If mechanical ventilation is needed to eliminate air contaminants, an attendant and two-way communications are required.

Note: Not all laterals to sewer or storm drains require blocking, only those with known hazards or have a history of hazards.

REQUIRED TESTS OF AIR IN THE CONFINED SPACE							REQUIRED TESTS OF AIR IN THE CONFINED SPACE						
TIME	LEL %	OXY %	H ₂ S PPM	CO PPM	OTHER ¹		TIME	LEL %	OXY %	H ₂ S PPM	CO PPM	OTHER ¹	
					PPM	PPM						PPM	PPM
Permit Required if:	Is > 10%	Is not 19.5 – 23.5%	Is not < 10 ppm	Is not < 25 ppm				Is > 10%	Is not 19.5 – 23.5%	Is not < 10 ppm	Is not < 25 ppm		

If oxygen levels are not normal (20.9%) further investigation is required to determine the cause and possible presence of toxins.

Contact your supervisor or the Department Head if you have any questions.

Job Location: _____ Date: _____

Printed Name: _____

[Type here]

Confined Space – Entry Permit (Attachment D)

Facility Location _____

Date: _____

W.O No.: _____

Shift: _____ Day _____

Entry Duration: _____

Address: _____

Work Plan: _____

Confined Space Description: _____

Entrapment, Oxygen deficiency or enrichment, Engulfment, Flammable atmosphere, Moving equipment, Toxic atmosphere
Anticipated Hazards: _____ or biological hazards, and any other bad stuff down there.

CONFINED SPACE SAFETY CHECKLIST	YES	N/A	EMPLOYEE SIGN-IN ⁴
All lines leading to and from the confined space have been isolated			1. (Print Name) Signature:
Electrical service de-energized/disconnected and locked out/tagged out			2. (Print Name) Signature:
All ignition sources removed and isolated			3. (Print Name) Signature:
Ventilation equipment in use, and bonded and grounded			4. (Print Name) Signature:
Special warning signs posted			5. (Print Name) Signature:
Explosion proof lighting/electrical equipment inspected and in use			6. (Print Name) Signature:
Required personnel protective equipment inspected, in good condition, and in use			7. (Print Name) Signature:
Safety standby person trained in emergency procedures and CPR			
Emergency equipment (fire ext., first aid kit) ready for use			
Area surrounding confined space free of hazards			
Air monitoring instruments check, operating properly, and in use			
Confined space atmosphere checked prior to entry			
Continuous ventilation required for entry			

REQUIRED TESTS OF AIR IN THE CONFINED SPACE							REQUIRED TESTS OF AIR IN THE CONFINED SPACE						
TIME (15 min intervals)	OTHER ¹						TIME	OTHER ¹					
	LEL %	OXY %	H ₂ S PPM	CO PPM	PPM	PPM		LEL %	OXY %	H ₂ S PPM	CO PPM	PPM	PPM
No entry when levels are: CALL DEPT HEAD	>10	<19.5 >23.5	>10 ²	>25 ³			No entry when levels are: CALL DEPT HEAD	>10	<19.5 >23.5	>10 ²	>25 ³		

SPECIAL INSTRUCTIONS:

Approval: _____

Entry Supervisor

Department Manager or Designated Person

¹ When appropriate, test for other toxic contaminants.

² PEL for H₂S.

³ PEL for CO.

⁴ Sign in following safety briefing by Entry Supervisor. All entrants and attendants must sign in.

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[illegible]



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: **SELECTION OF CALIFORNIA MUNICIPAL ADVISORS
AS THE CITY'S INDEPENDENT REGISTERED
MUNICIPAL ADVISOR FOR THE EPA WATER SYSTEM
COMPLIANCE PROJECTS**

DATE: January 19, 2021

DEPARTMENT HEAD: Don Reynolds, City Manager

Recommendation:

It is recommended that the City Council approve a resolution authorizing the City Manager to execute a professional services agreement with California Municipal Advisors ("Cal-Muni") to provide the feasibility study and financial plans for the City's EPA Compliance Projects as required by Section IV (22) (a) (v) of the Administrative Order on Consent ("AOC").

Background:

In the fall of 2019, the City initiated its work with Tony Akel Engineering to complete its Water and Waste Water Master Plans, and those Plans were completed last fall. In April 2020, the City executed a change order to the Akel consulting agreement adding a third study analyzing the City's best options for improving the water quality discharged into the creek. This study is known as the "Preliminary Engineers Report", or "PER." It was used to select the best compliance path forward for the City.

Satisfied that the City is heading in the right direction to address the EPA's concerns, an agreement was proposed that allows the City until December 21, 2023 to bring its waste water systems into compliance with the Permit. This agreement is called the Administrative Order on Consent ("AOC"). On August 18, 2020, the City Council adopted Resolution 2020-42, agreeing to the terms of this Agreement. The AOC sets forth a number of tasks to be completed between September 1, 2020 and December 21, 2023. The Attached flow-chart summarizes this work. It was prepared for Senator Caballero.

The City has met the AOC first six requirements on time, including the September 15 submittal to the EPA of the Water and Waste Water Master Plans. On October 15, 2020, the City submitted its two "compliance projects" selected from the PER to the EPA. The EPA supports the City's efforts and approved the two compliance projects it selected. The City is working towards two projects that will effectively "regionalize" both its drinking water supply sources, and its disposal of waste water. The AOC Section IV (22) (a)(v) requires the City to demonstrate that the

compliance projects are financially feasible, and prepare a financial plan explaining how the two projects will be paid for.

Feasibility and Financial planning work for the two projects is also required by those that might offer debt in the form of municipal bonds sold on behalf of the City. Potential funding (debt) sources include the Rural United States Department of Agriculture ("R-USDA"), to which the City submitted a Grant and Loan application in September 2020. Feasibility studies are also required by the draft MOU provided by the San Benito Water District, and proposed to be part of the MOU with the City of Hollister.

The City has retained the services of Cameron Weist, as its Bond Counsel. The Weist Law firm negotiated and refinanced the City's debt for water services in 2015/16, and this firm is especially qualified to work lenders including the USDA. Their experience led the City towards seeking a qualified financial advisor for this work.

Discussion

It was smart for the City to analyze its two enterprise funds with City Gate a year ago. These studies are very useful as the City moves toward large partnerships to complete large water projects. It was also wise to complete the Water and Waste Water Master Plans that project the City growth and systematic needs between 2020 and 2035. It is smart that the City has kept its water and sewer rates stable, increasing them incrementally between 2015-2020, and not increasing rates during the pandemic, but analyzing them now in light of these new capital project demands.

While negotiating the details of the USDA Grant and Loan application, and the draft AOC, it became apparent that the City will be involved in highly technical financial transactions including the sale of bonds as long-term debt to finance its compliance projects. Various sources of funding can be pieced together to find the best value, including its current capital reserves, its ability to borrow at low interest rates (based on the City's Credit Rating), and its ability to leverage its resources for grants and other direct benefit payments. But in the long-run, the rate payers will help pay for these improvements, over a 20-30 year period of time.

The City requires a specialized financial analysis to provide for its rates payers an accurate and honest assessment of the impact this cost will have on their monthly water and sewer bills. The San Benito County Water District is seeking to add the cost of the City's source water compliance project to its larger bond acquisition work. The USDA would be following a similar path adding the City's costs to a larger bond sale to export waste water to Hollister.

Big municipal capital improvement projects require experienced and qualified financial advisors, with proven track records, because small mistakes or delays in this work can cost millions of dollars. After speaking with Bond Counsel about the City's intentions, it became apparent that the City needed expert financial advisory help, and after investigating further, California Municipal Advisors became an attractive option. Initially the City was curious about smaller less experienced firms, but the credentials needed for this work justify a specialist. California Municipal Advisors fits that requirement as a registered municipal advisor, and as the City's Independent Registered

Municipal Advisor (IRMA). The City can be confident that they will help it negotiate the best terms and payment plan for its residents.

Staff initiated work with Cal Muni Advisors in December. The City's "City Gate Report," draft Audit and previous audits have all been shared. To prepare their scope of work, a meeting was held with the EPA to better understand the EPA's expectations. The EPA is happy to see the City work with Cal Muni. A sample Feasibility Study and Financial Plan was provided to Cal Muni to use as a template to prepare the attached Agreement. They have also been on a conference call with the City's CPA Wendy Cummings, and Bartle Wells, the consultant competing the rate study. The draft rate study will be shared with them if this Agreement is approved by the Council.

Fiscal Impact

The cost of this work will be paid by the two utility enterprise funds; the sewer Financial Plan is estimated to cost \$21,200, and the water Plan is estimated to cost \$16,430 for a total cost of \$37,630.

Attachments: Water Project Flow Chart

Resolution and Proposed Agreement

CITY OF SAN JUAN BAUTISTA WATER COMPLIANCE PLAN

1980'S TO CURRENT

SAN JUAN BAUTISTA - GROUND WATER IS TOO SALTY- WASTE WATER DISCHARGES TOO MUCH SALT TO CREEK

Feb-20

WATER BOARD VIOLATIONS BACK TO 2007; NOT ELIGIBLE FOR DISS. ADV. COMM.; PAYING FINES

Aug-20

EPA NPDES PERMIT VIOLATION ADMINISTRATIVE ORDER ("AOC") ON CONSENT EXECUTED AUGUST 2020

Oct-20

**CITY SELECTS TWO REGIONAL COMPLIANCE PROJECTS (REQUIRED BY AOC) TO COMMIT ITS RESOURCES TOWARD;
IMPORT BETTER SOURCE WATER & EXPORT DOMESTIC WASTE WATER TO TREATMENT PLANT**

FISCAL STRATEGY

IMPORT BETTER SOURCE WATER

EXPORT DOMESTIC WASTE WATER

Jan-21

CALIF MUNI ADVISORS AGMT
EXECUTED W/CITY

DRAFT MOU WITH SBCWD

DRAFT MOU WITH HOLLISTER

Feb-21

BARTLE WELLS RATE STUDY
APPROVED

EXECUTE MOU; 2 PHASES

SIB/SBCWD

EXECUTE MOU; 2 PHASES

SIB/H

AUDIT FROM FY 19/20

APPROVE CAP IMP CONCEPT

SIB/SBCWD

CITY AWARDS CONTRACT FOR
ENV STUDIES, PIPELINE DESIGN
DESIGN AND ROW

CITY

WATER FINE UPDATE
USDA GRANT APPLICATION
COMPLETED

APPROVE CAP IMP CONCEPT

SIB/H

Mar-21

RESOLVE WATER BOARD FINE
TWO STATE WATER GRANT APPS
COMPLETED

PHASE 1- PROJECT FEASIBILITY

PHASE 1 PROJECT FEASIBILITY

May-21

IDENTIFY DEBT CAPACITY

PROJECT IS FEASIBLE

PROJECT IS FEASIBLE

Jun-21

CONDITIONAL APPROV FROM
USDA
APPROVE CIP BUDGET FOR FY
21/22

PHASE 2- INITIATE DESIGN
PHASE 2- INITIATE FORMAL
AGREEMENT

SBCWD

SBCWD

PHASE 2 - ENV, ROW AND
DESIGN
PHASE 2 - INITIATE FORMAL
AGREEMENT

CITY

Jul-21

APPROVE NEW RATES
APPLY COST ESTIMATES TO
CAPACITY
DETERMINE IMPACT TO RATE
PAYERS

DESIGN AT 30%; ENV STATUS
VERIFIED

SBCWD

DESIGN AT 30%; ENV STATUS
VERIFIED

CITY

Sep-21

USDA FUNDING AVAILABLE

ENV WORK DONE; ROW
COMMITTED

SBCWD

ENV WORK DONE; ROW
COMMITTED

CITY

Nov-21

FIRST CAPITAL EXPENSES

DESIGN AT 60%; ROW
ACQUIRED

SBCWD

DESIGN AT 60%; ROW
ACQUIRED

CITY

Jan-22

PREPARE FOR CIP

MOU COMPLETE; FORMAL
AGREEMENT READY

SIB/SBCWD

MOU COMPLETE; FORMAL
AGREEMENT READY

SIB/H

Feb-22

RFP FOR CONSTRUCTION
FORMAL AGREEMENT
EXECUTED

SBCWD

SIB/SBCWD

RFP FOR CONSTRUCTION
FORMAL AGREEMENT
EXECUTED

CITY

SIB/H

RESOLUTION 2021-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA
MUNICIPAL ADVISORS TO PREPARE A FEASIBILITY AND FINANCIAL PLAN TO
FULFILL REQUIREMENTS SET FORTH BY THE ENVIRONMENTAL
PROTECTION AGENCY ADMINISTRATIVE ORDER ON CONSENT**

WHEREAS, on August 18, 2020, the City Council adopted Resolution 2020-42, and the City and EPA executed an Administrative Order on Consent, (“AOC”) agreeing that the City will bring its water systems into Permit compliance by December 31, 2023; and

WHEREAS, the AOC has three primary components consisting of two compliance projects, (one for drinking water, and a second for disposing of its waste water), and a third project completing a Feasibility Study and Financial Plan for each of the two projects; and

WHEREAS, specifically, Section IV (22) (a) of the AOC has several dates and milestones to be met by the City and consistent with subsection IV (22) (a) (v), the City will submit a schedule for the “completion of a Feasibility Study and Financial Plan” unique to those specifics required by the EPA; and

WHEREAS, working with Weist Law, City Bond Counsel, it became clear that the City needed a registered municipal advisor to perform its work related to the EPA Financial Plan; and

WHEREAS, Weist Law and California Municipal Advisors (“Cal Muni”) have worked on several project together before, and Cal Muni is registered as a municipal advisor with Securities and Exchange Commission (“SEC”) and the Municipal Securities Rule Making Board (“MSRB”) and pursuant to the Securities Exchange Act of 1934 Rule 15Bal-2, is uniquely qualified to act as the City’s independent registered municipal advisor (“IRMA”) for the purpose of fulfilling the duties described in the “Scope of Work” attached to the professional services agreement and for the purposes of meeting those standards set forth in SEC Rule15Bal-1(d)(3)(vi)) (the IRMA Exemption); and

WHEREAS, at the City Council Meeting, the City agreed that the specific services provided by Cal Muni Advisors is required by the City to be in compliance with the EPA’s AOC to prepare financial plans for each compliance project that meets those standards set-forth by the SEC.

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

SECTION 1. That the above recitals, associated staff report, and recommendation from staff are true and correct.

SECTION 2. The City Council of the City of San Juan Bautista, hereby selects California Municipal Advisors as its Independent Registered Municipal Advisor to prepare the feasibility study and financial plans for the two compliance projects identified in the Administrative Order on Consent.

SECTION 3. The City Council, consistent with Section IV (22) (a) (v) of the AOC, hereby directs the City Manager to execute the attached Agreement with Cal Muni and submit this Resolution to the EPA on or before January 22, 2021 for the EPA's consideration.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

ATTESTED:

Shawna Freels, City Clerk

Attachment- Preliminary Engineer's Report
Attachment-Agreement with Cal Muni

CALIFORNIA MUNICIPAL ADVISORS LLC
AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT (the "Agreement"), made and entered into this ___th day of _____ 2021, by and between the City of San Juan Bautista, a California general law city, with its principal place of business at 311 2nd Street, San Juan Bautista, CA 95045 (the "Client"), and California Municipal Advisors LLC, a California Limited Liability Company, with its principal place of business at 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030 ("CalMuni"), sets forth the terms and conditions under which CalMuni shall provide consulting services to the Client.

WHEREAS, the Client wishes to obtain the services of a financial consultant to develop Financial Feasibility Studies and Financial Plans (the "Project") as required by the U.S. Environmental Protection Agency (the "EPA") in connection with the Water and Wastewater Systems' Compliance Projects (the "Compliance Projects"); and

WHEREAS, CalMuni is duly licensed and has the necessary qualifications, experience, and personnel necessary to properly provide the Scope of Services;

WHEREAS, the Client desires to retain CalMuni to provide the Scope of Services; and

WHEREAS, the City Manager is authorized to enter into this Agreement on behalf of the Client; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the Client and CalMuni agree as follows:

SECTION I. SCOPE OF SERVICES

A. CalMuni shall provide the services described in Exhibit A to this Agreement (hereinafter referred to interchangeably as the "Services" or "Scope of Services"). Any material changes in or additions to the Scope of Services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by CalMuni which are not specifically referenced in the Scope of Services shall be completed as agreed in writing in advance between the Client and CalMuni. Upon request of the Client, CalMuni or an affiliate of CalMuni may agree to additional services to be provided by CalMuni or an affiliate of CalMuni, by a separate agreement between the Client and CalMuni or its respective affiliate.

B. CalMuni shall perform all such work with skill and diligence and pursuant to generally accepted standards of practice in effect at the time of performance. CalMuni shall provide corrective services without charge to the Client for work which fails to meet these standards and which is reported to CalMuni in writing within sixty (60) days of discovery.

C. The Client shall cooperate with CalMuni and will furnish all information, data, records, and reports existing and available to the Client to enable CalMuni to carry out work outlined in the Scope of Services. CalMuni shall be entitled to reasonably rely on information, data, records, and reports furnished by the Client, however, the Client makes no warranty as to the

accuracy or completeness of any such information, data, records, or reports available to it and provided to CalMuni which were furnished to the Client by a third party. CalMuni shall have a duty to bring to the Client's attention any deficiency or error it may discover in any information provided to CalMuni by the Client or a third party.

SECTION II. WORK SCHEDULE

The services of CalMuni are to commence as soon as practicable after the execution of this Agreement. CalMuni shall thereafter diligently perform the Services through to completion unless otherwise directed by the Client or unless earlier terminated.

SECTION III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

A. CalMuni is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. This Agreement designates CalMuni as the Client's independent registered municipal advisor ("IRMA") with regard to the attached Scope of Services for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption"). CalMuni shall not be responsible for, or have any liability in connection with, verifying that CalMuni is independent from any other party seeking to rely on the IRMA Exemption (as such independent status is required pursuant to the IRMA Exemption, as interpreted from time to time by the SEC). The Client acknowledges and agrees that any reference to CalMuni, its personnel, and its role as IRMA, including in the written representation of the Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by CalMuni. The Client further agrees not to represent that CalMuni is the Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the attached Scope of Services or without CalMuni's prior written consent.

B. MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in CalMuni's Disclosure Statement delivered to the Client together with this Agreement as Exhibit C.

SECTION IV. COMPENSATION

A. For the Services provided under this Agreement, CalMuni's professional fees shall be paid as provided in Exhibit B to this Agreement. Any services which are not included in the Scope of Services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

B. Invoice(s) in a format and on a schedule acceptable to the Client shall be submitted to and be reviewed and verified by the Client. The Client shall notify CalMuni of exceptions or disputed items and their dollar value within fifteen (15) days of receipt. Payment of the undisputed amount of the invoice will typically be made approximately thirty (30) days after the invoice is received by the Client.

C. CalMuni will maintain clearly identifiable, complete and accurate records with respect to all costs incurred under this Agreement on an industry recognized accounting basis.

CalMuni shall make available to the representative of the Client all such books and records related to this Agreement, and the right to examine, copy and audit the same during regular business hours upon three (3) business days' notice for a period of two (2) years from the date of final payment under this Agreement.

SECTION V. TERMS AND TERMINATION

A. Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2021, unless extended by amendment or terminated earlier as provided herein.

B. The Client may suspend this Agreement and CalMuni's performance of the Services, wholly or in part, for such period as it deems necessary in the Client's sole discretion. CalMuni will be paid for satisfactory services performed through the date of suspension.

C. If CalMuni at any time refuses or neglects to perform its Services in a timely fashion or in accordance with the schedule identified in Exhibit A, or is declared bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without Client's consent, or fails to make prompt payment to persons furnishing labor, equipment, materials or services, or fails in any respect to properly and diligently perform its Services, or otherwise fails to perform fully any and all of the Agreements herein contained, this Agreement shall be terminated.

D. If CalMuni fails to cure the default within seven (7) days after written notice from the Client, the Client may, at its sole option, demand possession of any documents or other materials (in paper and electronic form) prepared or used by CalMuni in connection with the provision of Services and (1) provide any such work, labor, materials or services as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to CalMuni under this Agreement; or (2) terminate this Agreement.

E. This Agreement and all Services to be rendered under it may be terminated upon fifteen (15) days written notice from either party, with or without cause. In the event Client elects to terminate this Agreement, CalMuni shall be paid for all services rendered, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. This continuing right to receive full compensation shall survive the term of this Agreement.

SECTION VI. ASSIGNMENT

CalMuni shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client.

SECTION VII. INFORMATION TO BE FURNISHED TO AND BY CALMUNI

A. All information, data, reports, and records ("Data") in the possession of the Client or any third party agent to the Client necessary for carrying out any services to be performed under this Agreement shall be furnished to CalMuni, and the Client shall cause its agent(s) to cooperate with CalMuni in its conduct of reasonable due diligence in performing the services.

B. Unless otherwise provided for herein, all documents, materials, data, computer data files, basis for calculations, and reports originated and prepared by CalMuni under this Agreement shall be and remain the property of the Client for its use in any manner it deems appropriate. CalMuni agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the Client and waives and relinquishes all claims to copyright or intellectual property rights in favor of the Client. CalMuni shall deliver the work product to the Client in the PDF format electronically. CalMuni shall use all reasonable efforts to ensure that any electronic files provided to the Client will be compatible with the Client's current computer hardware and software. CalMuni 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 Client at the commencement of this Agreement. CalMuni shall be permitted to maintain copies of all such data for its files. The Client acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Services and, should the Client 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 CalMuni, CalMuni makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Services and shall have no liability or responsibility whatsoever in connection with such use which shall be at the Client's sole risk. Any and all liability arising out of changes made by the Client to CalMuni's deliverables is waived against CalMuni unless the Client has given CalMuni prior written notice of the changes and has received CalMuni's written consent to such changes.

C. To the extent the Client requests that CalMuni provide advice with regard to any recommendation made by a third party, the Client will provide to CalMuni written direction to do so as well as any Data it has received from such third party relating to its recommendation. The Client acknowledges and agrees that while CalMuni is relying on the Data in connection with its provision of the services under this Agreement, CalMuni makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

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

SECTION VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

CITY OF SAN JUAN BAUTISTA
311 2nd Street\ P.O. Box 1420
San Juan Bautista, CA 95045
Attention: City Manager

CALIFORNIA MUNICIPAL ADVISORS LLC

3212 Burlwood Court

Rocklin, CA 95765

Attention: Dmitry Semenov

SECTION IX. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties under this Agreement on the part of CalMuni or any of its associated persons, neither CalMuni nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of CalMuni or any of its associated persons, upon any advice or recommendation provided by CalMuni to the Client.

SECTION X. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

CalMuni, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy, or claim under or in respect of this Agreement or any provisions contained herein.

SECTION XI. DISPUTE RESOLUTION

A. 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 (30) 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.

B. 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.

SECTION XII. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. CalMuni and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

SECTION XIII. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the Client and CalMuni and may not be amended or modified except in writing signed by both parties. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

SECTION XIV. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS THEREOF, the Client and CalMuni have executed this Agreement as of the day and year herein above written.

CITY OF SAN JUAN BAUTISTA

By: _____
Name: _____
Title: _____

CALIFORNIA MUNICIPAL ADVISORS LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

TASK 1: FINANCIAL FEASIBILITY ANALYSIS AND FINANCING PLAN FOR THE WASTEWATER SYSTEM COMPLIANCE PROJECT

CalMuni will prepare the financial feasibility analysis and financing plan for the Client's Wastewater System Compliance Project (the "Project") consisting of developing infrastructure improvements to divert the Client's wastewater to the treatment facilities operated by the City of Hollister. The final product will consist of a report incorporating the financial feasibility analysis and the financing plan. The work will consist of the following tasks:

Task 1.1: Project Initiation

The Client will provide the following source materials to CalMuni: audited financial statements for the City and operating statements for the Wastewater System (the "System"), budgets, financial projections (to the extent available), current rates and a rate study for anticipated rate increases, master plan, preliminary engineering report, population and System demand projections, Project budget / cost data and schedule, operating and maintenance cost estimates for the System, agreement between the City and the City of Hollister, information about any applicable grants and debt issuance plans, information on reserves that will be used for the funding of the Project and necessary for successful operation of the Project, information on any and all outstanding debt of the System, and any other additional information that may be useful for analyzing the financial feasibility of the Project and developing the financing plan.

CalMuni will analyze the source materials, interview Client's and EPA staff and consolidate appropriate information necessary for inputs into the analysis.

Task 1.2: Develop Sources and Uses Model

CalMuni will develop the Sources and Uses model for the Project, documenting anticipated project costs and verifying that funding sources have been identified to fund the construction of the Project and whether such sources are adequate to fund the Project. The model will incorporate the use of City reserves, debt financing, grants, etc. The model will be provided to the Client for review and approval prior to being incorporated into the final report.

Task 1.3: Develop Multi-Year Cash Flow Model

CalMuni will develop the multi-year cash flow projection model for the System to verify that System revenues, as well as any other applicable funding sources, can adequately cover operating and maintenance costs of the System and service the debt related to the Project. The model will be provided to the Client for review and approval prior to being incorporated into the final report.

Tasks 1.2 and 1.3 will include assessment of the System's debt capacity.

Task 1.4: Final Report

Utilizing the information gathered during Task 1.1 and the models developed during Tasks 1.2 and 1.3, CalMuni will prepare the final report documenting the results of the financial feasibility analysis and the financing plan for the Project.

The report will be presented to the Client for review and approval. CalMuni will work with the Client to ensure that the report contents meet the requirements of the EPA.

The budget for Task 1 is \$21,200, as shown in Exhibit B.

TASK 2: FINANCIAL FEASIBILITY ANALYSIS AND FINANCING PLAN FOR THE WATER SYSTEM COMPLIANCE PROJECT

CalMuni will prepare the financial feasibility analysis and financing plan for the Client's Water System Compliance Project (the "Project") consisting of developing infrastructure improvements to import treated potable water from the San Benito County Water District and mix it with water derived from the Client's existing sources of water supply. The final product will consist of a report incorporating the financial feasibility analysis and the financing plan. The work will consist of the following tasks:

Task 1.1: Project Initiation

The Client will provide the following source materials to CalMuni: audited financial statements for the City and operating statements for the Water System (the "System"), budgets, financial projections (to the extent available), current rates and a rate study for anticipated rate increases, master plan, preliminary engineering report, population and System demand projections, Project budget / cost data and schedule, operating and maintenance cost estimates for the System, agreement between the City and the San Benito County Water District, information about any applicable grants and debt issuance plans, information on reserves that will be used for the funding of the Project and necessary for successful operation of the Project, information on any and all outstanding debt of the System, and any other additional information that may be useful for analyzing the financial feasibility of the Project and developing the financing plan.

CalMuni will analyze the source materials, interview Client's and EPA staff and consolidate appropriate information necessary for inputs into the analysis.

Task 1.2: Develop Sources and Uses Model

CalMuni will develop the Sources and Uses model for the Project, documenting anticipated project costs and verifying that funding sources have been identified to fund the construction of the Project and whether such sources are adequate to fund the Project. The model will incorporate the use of City reserves, debt financing, grants, etc. The model will be provided to the Client for review and approval prior to being incorporated into the final report.

Task 1.3: Develop Multi-Year Cash Flow Model

CalMuni will develop the multi-year cash flow projection model for the System to verify that System revenues, as well as any other applicable funding sources, can adequately cover operating and maintenance costs of the System and service the debt related to the Project. The model will be provided to the Client for review and approval prior to being incorporated into the final report.

Tasks 1.2 and 1.3 will include assessment of the System's debt capacity.

Task 1.4: Final Report

Utilizing the information gathered during Task 1.1 and the models developed during Tasks 1.2 and 1.3, CalMuni will prepare the final report documenting the results of the financial feasibility analysis and the financing plan for the Project.

The report will be presented to the Client for review and approval. CalMuni will work with the Client to ensure that the report contents meet the requirements of the EPA.

The budget for Task 2 is \$16,430, reflecting the savings of completing it concurrently with Task 1, as shown in Exhibit B.

EXHIBIT B COMPENSATION FOR SERVICES

For the Services described in Exhibit A, CalMuni will be compensated on a time and materials basis, not to exceed total budget, as shown below. The invoices will be submitted to the Client monthly.

If there are material changes to the Scope of Services, a revised budget may be negotiated by mutual written agreement between CalMuni and the Client.

City of San Juan Bautista Water and Wastewater Compliance Project Feasibility Analysis and Financial Plan Budget

Task	Description	Hours [1]	Amount @ \$265/hr [1]
1	Wastewater Project		
1.1	Project Initiation (gather and study source materials, interview city and EPA, identify critical items)	24	\$6,360
1.2	Develop and model project sources and uses	8	\$2,120
1.3	Develop and model multi-year cash flow projection for the wastewater system	16	\$4,240
1.4	Prepare final report, attend virtual meetings with City and EPA to review and revise report (up to 2 rounds of revisions)	32	\$8,480
	Subtotal: Task 1	80	\$21,200
2	Water Project		
2.1	Project Initiation (gather and study source materials, interview city and EPA, identify critical items)	20	\$5,300
2.2	Develop and model project sources and uses	6	\$1,590
2.3	Develop and model multi-year cash flow projection for the water system	12	\$3,180
2.4	Prepare final report, attend virtual meetings with City and EPA to review and revise report (up to 2 rounds of revisions)	24	\$6,360
	Subtotal: Task 2	62	\$16,430
	TOTAL	142	\$37,630

[1] Time and cost are estimates and will vary. Billings will be done on T&M basis for actual amount of time required, not to exceed total amount shown.

EXHIBIT C
DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION
CALIFORNIA MUNICIPAL ADVISORS LLC

I. Introduction

California Municipal Advisors LLC (hereinafter, referred to as “CalMuni”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). CalMuni employs a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. CalMuni requires all of its employees to conduct all aspects of our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and our clients.

Policies and Procedures. CalMuni has adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allow us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to our analysis of potential conflicts of interest.

Supervisory Structure. CalMuni has both a compliance and supervisory structure in place that enables us to identify and monitor employees’ activities, both on a transaction and firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. CalMuni will disclose to clients those situations that it believes would create a material conflict of interest, such as:

- 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work of CalMuni;
- 2) any payment made to obtain or retain a municipal advisory engagement with a client;

- 3) any fee-splitting arrangement with any provider of an investment or services to a client;
- 4) any conflict that may arise from the type of compensation arrangement we may have with a client; and
- 5) any other actual or potential situation that CalMuni is or becomes aware of that might constitute a material conflict of interest that could reasonably be expected to impair our ability to provide advice to or on behalf of clients consistent with regulatory requirements.

If CalMuni identifies such situations or circumstances, we will prepare meaningful disclosure describing the implications of the situation and how we intend to manage the situation. CalMuni will also disclose any legal or disciplinary events that are material to a client's evaluation or the integrity of our management or advisory personnel. CalMuni will provide this disclosure (or a means to access this information) in writing prior to starting our proposed engagement, and will provide such additional information or clarification as the client may request. CalMuni will also advise clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, its plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm's Affiliates

CalMuni's affiliates offer a wide variety of financial and legal services, and our clients may be interested in pursuing an affiliate's services separately. The affiliate's business with the client could create an incentive for CalMuni to recommend a course of action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, CalMuni may be perceived as recommending services for a client that are not in the best interests of our clients, but rather are in our interests or the interests of our affiliates. Accordingly, CalMuni mitigates any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, CalMuni receives no compensation from its affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, we require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, CalMuni may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since we may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, CalMuni may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is

customary, it may also present a potential conflict of interest if the transaction ultimately requires less work than contemplated and we are perceived as recommending a more economically friendly pay arrangement. Finally, CalMuni may contract with clients on an hourly fee basis. If CalMuni and the client do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as we would not have a financial incentive to recommend an alternative that would result in fewer hours. CalMuni manages and mitigates all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives, and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

CalMuni regularly provides financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees our engagement with any other particular client as a conflict, we will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes a "firewall" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, we will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the SEC and the MSRB, pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, our legal, disciplinary and judicial events are required to be disclosed on our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access CalMuni filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed.

III. Specific Conflicts of Interest Disclosures – Client

The principal of The Weist Law Firm ("WeistLaw"), Cameron Weist, is also a principal of CalMuni. While this may appear to present a potential conflict of interest, we do not believe that it does because the California Rules of Professional Conduct governing the ethical standards imposed on lawyers are aligned with and equal or exceed the fiduciary duties imposed on municipal advisors, and also because CalMuni receives no compensation from WeistLaw, or vice

versa, and both firms are independently engaged under separate contracts which have been vetted in light of various factors, including the client's needs, objectives and legal and financial circumstances, to ensure that each such client has made an independent, informed, evaluation of the type and quality of services offered by each entity.

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the Client in accordance with applicable standards of conduct of MSRB Rule G-42.

RESOLUTION 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA ACCEPTING THE SAN JUAN BAUTISTA MUNICIPAL AUDIT FOR FISCAL YEAR 2019-2020

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

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

WHEREAS, the City Council held a meeting on January 19, 2021 where, in accordance with all State and Municipal Code requirements, they reviewed the audit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Juan Bautista accepts the FY 2019-2020 San Juan Bautista Municipal Audit.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a regular meeting held on the 19th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

ATTEST:

Shawna Freels, City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: SB2 GRANT FOR THE ALAMEDA CORRIDOR AREA PLAN;
EMC PLANNING GROUP CONTRACT

DATE: January 19, 2021

DEPARTMENT HEAD: Don Reynolds, City Manager

RECOMMENDATION

Approve a Resolution authorizing the City Manager to execute a contract with EMC Planning Group for professional, land use consulting, technical analysis and design services to develop and prepare the South San Juan Area Plan ('Plan').

BACKGROUND

On September 17, 2019, the City Council adopted Resolution 2019-44, and approved submitting a \$160,000 SB 2 Grant Application to the California State Department of Housing and Community Development (HCD). There are six Priority Policy Areas that SB2 Planning Grant can be used for:

1. Rezone to permit by right;
2. Objective design and development standards;
3. Specific Plans or form-based codes with CEQA streamlining;
4. Accessory Dwelling Units or other low-cost housing strategies;
5. Expediting processing; and
6. Housing related infrastructure financing and fee reduction strategies.

Priorities 1, 2, 4, 5 and 6 are being addressed with other State grant funds, or have been mitigated during the Housing Element adoption process. After studying these priorities, the one that seemed like the most useful to the City is the development of an Area Plan for The Alameda Corridor south of Highway 156. In 2000, the RBF Planning Group completed a comprehensive Area Plan for the larger area extending to the City's southern border, and into the Canyon. This study will focus only on The Alameda and the corridor between the De Anza Trail and State Highway 156. The study would consider annexation, as well as land use consistent with the current outlined uses in the General Plan. These are mostly residential in nature. The property owner that has the property across from the new development on San Juan Hollister Road, and south of The Alameda, is interested in working on a housing development on their property that expands all the way to Mission Vineyard Road. The potential to annex these properties and perhaps the whole block would be explored.

The EMC Planning Group (the firm selected to prepare the City's housing element) prepared the SB2 grant application submitted to HCD. Their familiarity with the City and the Grant Application makes them uniquely qualified to do this work. The proposed planning process is a design charrette that engages the community in the development of the Area Plan, beginning with the work done in 2000 by the RBF group, but a much smaller scale. Stakeholders including the County, San Benito Health Foundation (that now owns a large parcel on The Alameda), the School District, and other property owners would be at the table. Ultimately, the connection between the De Anza Trail and Fremont Peak State Park would be defined.

Since then, the grant funds have been awarded and on April 8, 2020, the City executed an agreement with HCD. The City is now ready to launch the project and wishes to enter into a contract with EMC Planning Group for consulting services to prepare the Plan. The total proposed budget for the project is \$210,000.

The City has developed and continues to build strong partnerships with stakeholders that have pledged to financially assist the City with the budgetary shortfall (between the SB 2 grant and the total project cost). Two large stakeholders have made verbal commitments to financially support this work, including the San Benito Health Foundation. This will be a public/private partnership.

In addition, the City also recently secured \$26,581 of Regional Early Action Planning (REAP) grant funds to partially defray the cost of City staff time to manage the project and develop a robust public outreach process, which will inform and direct the project.

DISCUSSION

While the original proposed Scope of Work to HCD was to develop a San Juan Canyon Specific Plan that would include zoning changes, a General Plan Amendment and an Environment Impact Report, City staff along with EMC Planning Group concluded that the budget for the original Scope of Work would far exceed the available grant funds. As a result, the project was scaled back to an Area Plan that will recommend and include the following elements:

- South San Juan Area zoning changes;
- Land use, development standards and design guidelines;
- Mobility standards and infrastructure;
- Parks, open spaces and trails;
- Plan level infrastructure and public facilities; and
- Recommendations for Plan implementation.

The proposed Scope of Work also includes ongoing communication and administration between City staff and EMC staff; public outreach and input (e.g., three virtual public workshops, two joint City Council-Planning Commission Study Sessions); technical analysis (e.g., biological resources, fire and flooding hazards); and urban design, development standards and design guidelines.

The San Benito Health Foundation is interested in a special study that is part of this proposal referred to as “Blue Zone.” The term comes from a 2017 book by Dan Buettner, and describes why people live longer in certain neighborhoods than others. It refers to geographic areas in which people have low rates of chronic disease and live longer than anywhere else. The work initiated in this Area Plan would initiate the development of a new “Element” for the General Plan referred to as a Health Element, that would guide future development and retrofit existing neighborhoods towards establishing the whole City as a “Blue Zone” where people live long and prosper.

Ultimately, the Plan will prepare the City for the next phase of zoning changes, subsequent approvals, potential annexations and General Plan Amendments, and compliance with the California Environmental Quality Act (CEQA) to be completed at a later date, under a separate contract and after additional funding is identified.

FISCAL IMPACT

The total cost of the proposed project is \$210,521, of which \$160,000 will be absorbed by the SB 2 Grant. Strong regional partners and stakeholders have pledged to assist with the remaining budgetary shortfall.

ATTACHMENT:

Attachment 1: Resolution: EMC Planning Group Contract – SB2 2019 Planning Grant

RESOLUTION 2021-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN JUAN BAUTISTA AUTHORIZING EXECUTION OF A
CONTRACT WITH EMC PLANNING GROUP IN AN AMOUNT
NOT TO EXCEED \$210,521**

WHEREAS, On September 17, 2019, the City Council approved Resolution 2019-44, and authorized staff to submit a SB 2 Grant Application to the California State Department of Housing and Community Development (HCD) that was prepared by EMC Planning Group in the amount of \$160,000 to prepare and implement an Area Plan for The San Juan Canyon, that could potentially accelerate housing production; and

WHEREAS, the proposed Scope of Work included updating planning documents, entitlement processes and/or zoning ordinances to accelerate housing development; and

WHEREAS, on April 8, 2020, the City was awarded the \$160,000 and executed an agreement with HCD to implement the approved project; and

WHEREAS, the project Scope of Work has since been revised from the San Juan Canyon Specific Plan to the South San Juan Area Plan ('The Alameda Corridor Area Plan') to better fit the grant budget while still meeting the needs of the City; and

WHEREAS, the City wishes to continue to enlist the services of the EMC Planning Group to develop the Plan because they are uniquely qualified and intimately familiar with this work and its history; and

WHEREAS, the Plan will include the following elements: South San Juan Area zoning changes; Land use with a focus on healthy living known as "Blue Zones," development standards and design guidelines; Mobility standards and infrastructure; Parks, open spaces and trails; Plan level infrastructure and public facilities; and Recommendations for Plan implementation; and

WHEREAS, the total budget for the revised Scope of Work is \$210,521; and

WHEREAS, SB 2 grant will pay for \$160,000 of the total project budget; and

WHEREAS, City staff will formalize partnerships with private property owners and regional stakeholders that have pledged financial assistance and support for this project and will assist with the remaining budgetary short fall.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Juan Bautista hereby authorizes the City Manager, or his designee, to execute a contract agreement with EMC Planning Group for professional, land use consulting, technical analysis and design services to develop and prepare the South San Juan Area Plan in an amount not to exceed \$210,521.

ATTACHMENT 1

THE FOREGOING RESOLUTION was adopted by the City Council of the City of San Juan Bautista at its regular meeting held on the 19th day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Leslie Jordan

ATTEST:

Shawna Freels, City Clerk

**CITY OF SAN JUAN BAUTISTA
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into on _____, 2021, by and between the City of San Juan Bautista, a California general law city, hereinafter referred to as the "City," and EMC Planning Group, a California 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:

Complete the community outreach and consulting work required for the South San Juan Area Plan (aka The Alameda Corridor Plan), as described in the Attached Proposal, 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. Contractor has successfully completed the Grant Application awarded to fund this project is uniquely qualified to perform this work
- D. City desires to retain Contractor to provide such services to implement the work of the Grant.

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.

(d) 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 December 31st, 2022, 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 February 1, 2021. 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 two-hundred and ten thousand five hundred and twenty one dollars, (\$210,521) in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit A 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 contractor shall also forwarded for payment to the Administrative Services Manager, Trish Paetz, at deputycityclerk@san-juan-bautista.ca.us. 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 Administrative Services 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 Exhibit A.

(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 affected 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 affected 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 as its City Manager or his delegate as the 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 Martin Carver 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 as listed in the Scope of Work Exhibit A.

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) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his,

her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its subcontractors. Negligence of subcontractors or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use subcontractors for performance of any professional service under this Agreement.

(c) 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.

(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 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
 Fax: (831) 623-4093

To Contractor: EMC Planning Group
 302 Lighthouse venue, Suite C
 Monterey, CA 93940
 Fax (831) 649-8399

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

CONTRACTOR

By: _____

By: _____

Name: Don Reynolds

Name: _____

Its: City Manager

Its: _____

Date: January 19, 2021

Date: _____

Attest: (Pursuant to Reso: 2021 - _____)

By: _____

City Clerk

Approved as to form:

By: _____

City Attorney

INSERT EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

[Include Work Schedule if required.]

Exhibit B - Insurance

Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. 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. All certificates and endorsements must be received and approved by the City before any work commences. The City reserves its right to require complete, certified copies of all required insurance policies at any time. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability (primary). Commercial general liability insurance covering Contractor's operations (and products where applicable) is required whenever the City is at risk of third party claims which may arise out of Contractor's work or presence on City premises. Contractual liability coverage is a required inclusion in this insurance.

General liability insurance coverage shall be at least as broad as ISO form CG 00 01 10 01 and approved in advance by the City Attorney and Risk Manager. Total limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence for general liability, bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be two million dollars (\$2,000,000). Contractor must give written notice to the City of any pending claim, action or lawsuit which has or may diminish the aggregate. If any such claim or lawsuit exists, Contractor shall be required, prior to commencing work under this Agreement, to restore the impaired aggregate or prove it has replacement insurance protection to the satisfaction of the City Attorney and Risk Manager.

City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 10 93, that contains the provisions required by this contract. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage is not expected to respond to the claims which may arise from the acts or omissions of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance. Umbrella liability insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage.

Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policies limits shall be not less than one million dollars (\$1,000,000) per occurrence and in the aggregate, above any limits required in the underlying policies shall have starting and ending dates concurrent with the underlying coverage.

Business Auto. Automobile liability insurance is required where vehicles are used in performing the work under this Agreement or where vehicles are driven off-road on City premises, it is not required for simple commuting unless City is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

If automobile insurance is required for work under this Agreement coverage shall be at least as broad as ISO form CG 00 01 10 01 including symbol 1 (Any Auto) approved by the City Attorney and Risk Manager. Coverage shall be endorsed to stated that the City, its Council, boards and commissions, officers, employees, agents and volunteers shall be added as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible with a form equivalent to ISO form CG 20 10 10 93. Limits shall be no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage. Starting and ending dates shall be concurrent. If Contractor owns no autos, a non-owned auto endorsement to the commercial general liability policy described above is acceptable.

Workers' Compensation/Employers' Liability. Workers' Compensation and Employer's Liability insurance are not required for single-person contractors. However, under California law these coverages (or a copy of the State's Consent to Self-Insure) must be provided if Contractor has any employees at any time during the period of this Agreement. Policy(s) shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease and shall be scheduled under any umbrella policy described above. Unless otherwise agreed, policy(s) shall be endorsed to waive any right of subrogation as respects the City, its Council, boards and commissions, officers, employees, agents and volunteers.

Property Insurance. Property insurance, in a form and amount approved by the City Attorney and Risk Manager, is required for Contractors having exclusive use of premises or equipment owned or controlled by the City. City is to be named a Loss Payee "As Its Interest May Appear" in property insurance in which the City has an interest, e.g., as a lien holder. Fire damage legal liability is required for persons occupying a portion of City premises.

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, will be specified on a project-by-project basis if Contractor is working as a licensed professional. Contractor shall maintain such insurance for a period of five years following completion of the project. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of the warranty period of the Project.

Contractor and City further agree as follows:

a) This Exhibit supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

b) Nothing contained in this Exhibit is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Exhibit are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

c) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d) Requirements of specific coverage features or limits contained in this Exhibit are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

e) For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or toward performance of this Agreement.

f) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, Contractor's employees, or agents from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.

g) Contractor's insurance shall be written by an acceptable insurance provided, as determined by the City, which satisfies the following minimum requirements: An insurance carrier authorized and admitted to do business in the State of California and maintaining an agent for service of process within the state. Such insurance carrier shall maintain a current "A.M. Best" rating classification of "A-" or better and a financial size of \$10 million to \$24 million (Class V) or better, or a Lloyds of London program provided by syndicates of Lloyds of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for process in the state. Self-insurance will not be considered to comply with these insurance specifications. Workers Compensation and Employer's Liability shall be provided by an A-V rated carrier or by the California State Compensation Fund. If provided by a carrier other than California State Compensation Fund, Contractor shall provide proof of the carrier's A-V rating to the City.

h) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

i) Contractor agrees to provide evidence of the insurance required herein, satisfactory to City Attorney and Risk Manager, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional endorsement to Contractor's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 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. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete copies of policies to City within ten days of City's request for said copies.

j) Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

k) Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance

required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

m) If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

n) Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

o) Coverage will not be limited to the specific location or individual entity designated as the address of the Project. Contractor agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which Contractor conducts operations of any type on behalf of City. Contractor warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of Contractor.

p) Contractor agrees not to attempt to avoid its defense and indemnity obligations to City, its Council, boards and commissions, officers, employees, agents and volunteers by using as a defense Contractor's statutory immunity under workers' compensation or similar statutes.

r) Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Contractor and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

s) Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance, with a limit of not less than one million dollars (\$1,000,000) each occurrence for at least three years following substantial completion of the work.



Planning for Success

December 18, 2020

Don Reynolds, City Manager City of San Juan Bautista
311 2nd Street
P.O. Box 1420
San Juan Bautista, CA 95045

Re: South San Juan Area Plan Scope of Work (2nd Revision)

Dear Don:

Per our recent phone call, EMC Planning Group has prepared a scope of work for the South San Juan Area Plan that should fit your budget and schedule. We propose to team with Dan Burden and the Built Environment Team at Blue Zones, LLC who would lead the public participation effort, collaborate on design guidelines, and ensure that a strong emphasis is placed on creating a healthy, livable environment in the new growth area (Mr. Burden tells me that Paul Zykovsky might even be willing to come out of retirement to collaborate on the project). The team has expertise in building collaboration through community-informed processes, bringing together diverse stakeholders to embrace healthy community design principles. *In the work program presented below, tasks that include Blue Zones participation are marked with asterisks and blue lettering.*

Using the guidance provided in San Juan Bautista's SB2 Grant application, EMC Planning Group has developed a Phase 1 scope of work that would: 1) revise the *City of San Juan Bautista 2035 General Plan* as needed to accommodate new growth boundaries and ensure consistency between the new Area Plan and the General Plan; 2) rationalize land use designations and zoning districts to create a development plan with wide acceptance in the community; 3) provide technical analysis on water and sewer services, biological resources, and flooding and fire hazards, to support land use changes; 4) develop design guidelines for the Area Plan that are consistent with Blue Zones

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

principles; and 5) prepare an Area Plan document for the approximately 205-acre area located south of Highway 156.

Completion of this Phase 1 scope of work would create the necessary foundation for work to be undertaken in a subsequent phase to complete an environmental impact report for the South San Juan Area Plan and undertake the LAFCO annexation process, which would include preparation of a “plan for services” and a “fiscal impact study.” Below, EMC Planning Group provides a statement regarding its understanding of the project and then sets forth its work program, schedule, and budget for the project.

PROJECT UNDERSTANDING

The proposed boundaries of the South San Juan Area Plan encompass approximately 90 acres of undeveloped land that lie immediately south of the existing city limits but within the planning area and sphere of influence established by the *City of San Juan Bautista 2035 General Plan*.

The Area Plan area includes the following San Juan Bautista General Plan land use designations:

- Low-Density Residential (12.4 acres),
- Medium-Density Residential (3.6 acres),
- High-Density Residential (5.3 acres),
- Industrial (7.3 acres), and
- Undesignated (62.7 acres)

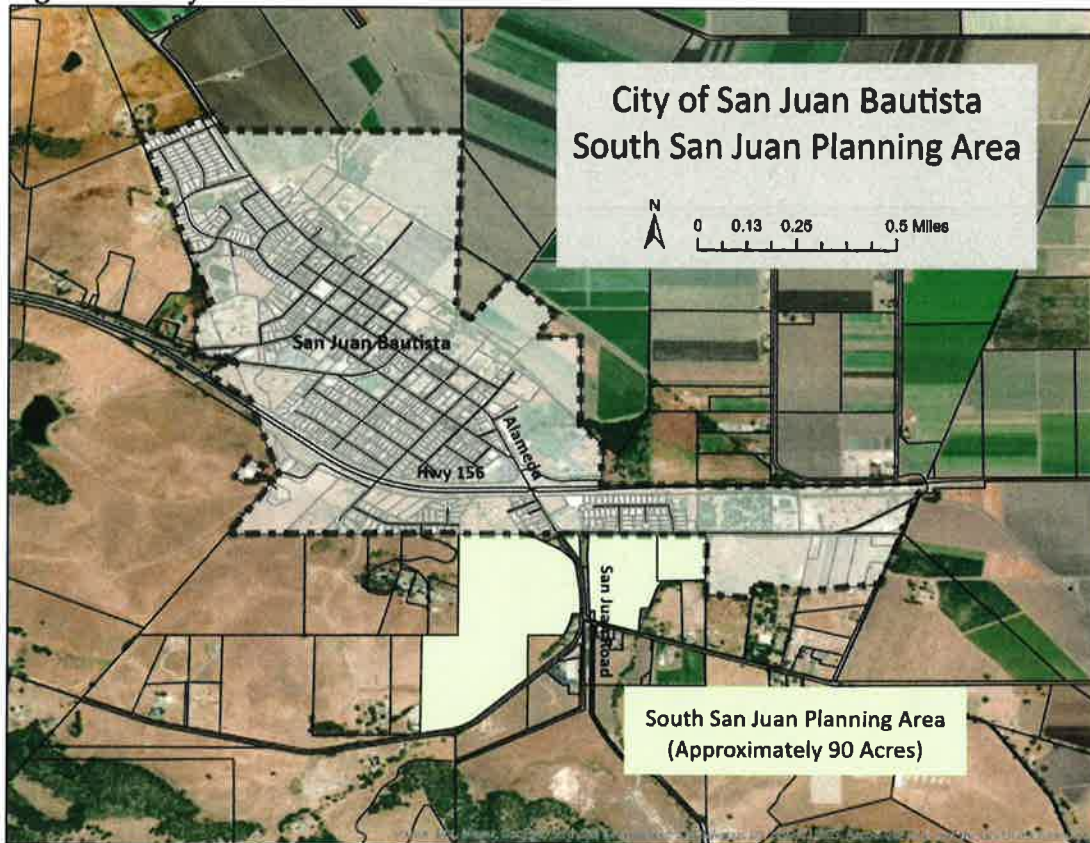
Per anticipated development densities in General Plan Table 6.4, (four units per acre for low density, 16 units per acre for medium density and 24 units per acre for high density), new residential development within the Area Plan would be expected to yield about 50 low-density residential units, 58 medium-density residential units, and about 127 high-density residential units.

The goal of the Area Plan is to re-configure land uses to increase housing potential in the area and explore the potential for achieving some of the desired housing units through a mixed-use or fine-grained combination of residential and commercial uses. The Area Plan area is constrained by the San Andreas Fault and Federal Emergency Management Agency designated flood zones, and these constraints will affect the number of

residential units actually realized within the Area Plan area, but overall, the Area Plan is expected to significantly increase the potential for housing development in the community.

Figure 1 shows the area to be studied in the Area Plan.

Figure 1: Study Area



WORK PROGRAM

This section sets forth EMC Planning Group's proposed scope of work for the project.

Task 1 Communications and Administration

- *1.1 **Project Kick-off Meeting.** Discuss project goals, issues, availability of reference materials, work product expectations, communications protocols, and public outreach logistics.

- 1.2 Meetings with City Staff.** Meet with City staff, other agencies' staff, and public officials to gather information, strategize on solving problems, and to present information as it is developed.
- 1.3 Progress Teleconferences.** Once a month, participate in a check-in call to report on progress and to discuss current project issues. Each call will conclude with a re-cap of resulting action items. Each call is estimated to last one-half hour, with an additional half-hour of preparation and summary time for each.
- 1.4 General Administration.** This task includes opening project files, background research, invoicing, and similar tasks.

Task 2 Public Outreach and Input

- 2.1 Outreach.** Work with City staff to confirm a list of organizations to coordinate with during the plan preparation process and to include in workshop invitations. This effort will include outreach to tribal representatives for the General Plan update process and contacting organizations and persons on the list developed with City staff to solicit input on the plan preparation process.
- *2.2 Virtual and In-Person Workshops.** Due to pandemic restrictions, much of the public participation effort would be conducted virtually, using online tools developed by Blue Zones, LLC. The Blue Zones team has been developing and employing interactive, virtual methodologies to gather feedback from and engage with communities from afar. It is worth noting that offering safe, physically distant opportunities to engage/give feedback for those who may not have access to/familiarity with various technologies is important to accommodate as well. Blue Zones LLC's engagement tools include virtual tools for walking audits, workshops, design charrettes and focus groups. This work program includes three (3) virtual workshops led by Blue Zones with on-site assistance from EMC Planning Group. Workshops to include:
 - Overview of project and process;
 - Healthy land use planning concepts - helping inform participants of the most important principals and best practices; and
 - Interactive methods for collecting stakeholder input.

This approach allows participants to collaborate and make well-informed decisions on key topics, and not repeat mistakes of the past.

- *2.3 Planning Commission/City Council Study Sessions.** This task includes preparing for and attending two (2) joint study sessions with the Planning Commission and City Council to discuss Blue Zones principles, their application and other planning concepts to be applied in the new growth area.

These sessions will include:

- An overview of Blue Zones concepts, including,
 - ✓ Community-centered engagement.
 - ✓ A foundational focus on community health, equity, locational efficiency and diversity in projects.
 - ✓ Inclusion of Smart Growth principles: applying the right scale and patterns, building mixed use, affordable housing, livable streets, greening, and paying attention to essential environmental issues.
- Reviewing stakeholder feedback and project plans.
- Interactive opportunities with Council to hear priorities, concerns and general feedback.
- Recognizing that this project could offer a model process and product for the rest of the region.

Task 3 Technical Analysis and Land Use Update

- 3.1 Technical Analysis.** Provide technical analysis on biological resources and fire and flooding hazards to support land use changes.
- *3.2 Blue Zones and Smart Growth Principles.** Blue Zones, LLC, will provide an overview of Blue Zones and Smart Growth principles and an analysis of how to shape land use changes to achieve health and wellbeing. Blue Zones will provide guidance on integrating health-promoting land use and transportation elements. Blue Zones staff have worked in more than 400 towns, cities and neighborhoods in California, and 10 communities in this region, including nearby Hollister, and Salinas. The organization is sensitive to key land use, conservation, affordable and market-driven home development.

3.3 Land Use and Zoning Designations. Prepare maps and text describing revised land use designations and zoning based on the analysis undertaken in previous tasks and subtasks.

3.4 Land Use Diagram Amendment. Prepare draft amendments to the 2015 General Plan Land Use Diagram to achieve consistency with proposed Area Plan changes. This would include revised land use designations and growth area boundaries.

Task 4. Urban Design, Development Standard, and Design Guideline Support

4.1 Administrative Draft Design Guidelines. Develop draft design guidelines for new development to be included in the South San Juan Area Plan. Blue Zones will guide efforts to integrate community input, Blue Zones principles, and staff insights into the design guidelines.

4.2 Public Review Draft Design Guidelines. Revise Administrative Draft Design Guidelines based on comments from City Staff.

Task 5 Draft Area Plan Document and General Plan Amendments

An area plan document will be prepared that compiles all the work undertaken in previous tasks. The document would contain the following main chapters (as may be modified in coordination with City staff) and Blue Zones will serve in an advisory role:

- Introduction, background, and purpose;
- Land use, development standards, and design guidelines;
- Mobility (complete streets planning, street sections and vehicular access, non-motorized mode planning, transit planning, etc.);
- Parks, open spaces and trails;
- Plan level infrastructure and public facilities (water, sewer, and storm drainage) (this task assumes the City Engineer would provide inputs on both existing services and services needed for Area Plan buildout); and
- Plan Implementation (plan amendments, subsequent approvals, etc.).

Blue Zones will review chapters, collaborate with the EMC team and ensure stakeholder feedback is integrated, advising on any recommendations and concepts specifically in the following sections:

- Land Use, Development Standards, and Design Guidelines;
- Mobility;
- Parks, Open Space and Trails; and.
- Plan Implementation.

Blue Zones has deep understanding of and experience in implementation, knowing that getting a project to a well-executed completion requires an understanding of how discussions and projects hit barriers, and how to help people work from their values and move forward. Using the Blue Zones approach helps communities find champions, ensures community-informed solutions, and achieves well-crafted core documents and built model projects.

Specific tasks to prepare the Area Plan document include the following:

- 5.1 Administrative Draft Area Plan.** Prepare an Administrative Draft Area Plan document that is organized as outlined above.

Deliverable: Three (3) hardcopies and one electronic copy of the Administrative Draft Area Plan will be submitted to the City for review and comment. It is assumed that City comments will be consolidated into one set, with internal consistency of comments verified before delivery to the applicant team.

- 5.2 Proof Draft Area Plan.** Prepare a Proof Draft Area Plan document that incorporates the City's feedback. This version will again be reviewed by City staff to verify its concurrence with the modifications made in response to its comments.

Deliverable: Three (3) hardcopies and one electronic copy of the Proof Draft Area Plan will be submitted to the City for review and comment. It is assumed that City comments will be consolidated into one set, with internal consistency of comments verified before delivery to the applicant team.

- *5.3 Final Public Review Draft Area Plan.** Prepare a Final Public Review Draft Area Plan document that incorporates comments on the Proof Draft Area Plan

received from the City. This is the version of the area plan that will be made available for public review by the City, pursuant to California Government Code requirements and that will be studied by the Planning Commission and City Council. The Blue Zones team will add additional final review. This effort will likely include conceptualizing documents and other media that add clarity and excitement needed to move forward.

Deliverables: Three (3) hard copies of the public review area plan and one electronic copy. City staff will be responsible for posting the document online for public access, and it will also be responsible for making hard copies/CDs for public distribution, if it chooses to provide more than a downloadable file online.

Task 6 Conceptual Approval by Planning Commission and City Council and Final Draft Area Plan

This task includes preparing for and attending two (2) public hearings with the Planning Commission and two (2) public hearings with the City Council to discuss the Draft Area Plan. The purpose of this task is to obtain approval in concept of the Area Plan document as it has been presented. This would result in the stable project description needed for the CEQA analysis to be undertaken in Phase II (not part of this scope of work).

- *6.1 Public Hearings.** Prepare for and attend two (2) public hearings with the Planning Commission and two (2) public hearings with the City Council to discuss the Public Review Draft Area Plan. The Blue Zones team will be a part of the presentations made at the first of each of these meetings.

Deliverables: One staff report for Planning Commission and one staff report for City Council; one supplemental memo describing changes suggested by the Planning Commission and incorporating City Council changes for adoption of the Area Plan; and PowerPoint presentation for each meeting.

- 6.2 Final Area Plan.** Prepare a Final Area Plan document that incorporates agreed upon revisions to the Draft Area Plan as directed by the City Council.

Deliverables: Final Area Plan.

SCHEDULE

The proposed scope of work is estimated to take approximately 12 months to deliver. Table 1 outlines the rough timeframe within the scope of work would be delivered.

Table 1: Schedule

Task	Timeframe
Task 1: Communications and Administration	February 2021 -- Ongoing
Task 2: Public Engagement Plan	February 2021 --Ongoing
Task 3: Technical Analysis and Land Use Update	February 2021 -- November 2021
Task 4: Design Guidelines	June 2021 -- November 2021
Task 5: Draft Area Plan Document	November 2021 – December 2021
Task 6: Conceptual Approval	January 2022 – March 2022

COMPENSATION

The following budget reflects the scope items described herein. Costs not included in the budget include: City fees and fees of other agencies; Federal, state, regional and local agency permits, permit processing, or associated technical reports; other technical reports not include herein, including a formal Plan for Services and a fiscal impact assessment; assistance with LAFCO annexation proceedings; CEQA documentation; costs for City staff time; costs for consultants retained by the City; and other costs not expressly included in this scope and budget.

Project Costs

The total proposed budget to deliver the scope of work outlined above is \$210,521, and this includes \$68,060 for Blue Zones, LLC. Table 2 shows the budget details, and Table 3 shows a breakdown of the Blue Zones budget.

Table 2: Project Budget

South San Juan Area Plan Budget									
Task	EMC Planning Group Inc.								
Staff	Senior Principal	Principal	Senior Biologist	Senior Planner	Assistant Planner	Graphics	Admin/ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$250.00	\$225.00	\$150.00	\$175.00	\$125.00	\$125.00	\$115.00		
Task 1: Communications and Administration	8.0	32.0	0.0	8.0	24.0	0.0	8.0	80.0	\$14,520.00
Task 2: Public Engagement Plan	0.0	40.0	0.0	0.0	32.0	24.0	8.0	104.0	\$16,920.00
Task 3: Technical Analysis and Land Use Update	0.0	120.0	40.0	24.0	95.0	4.0	2.0	285.0	\$49,805.00
Task 4: Design Guidelines (also see BlueZones below)	0.0	16.0	0.0	60.0	0.0	12.0	4.0	92.0	\$16,060.00
Task 5: Draft LLAP Document	0.0	60.0	0.0	0.0	60.0	12.0	8.0	140.0	\$23,420.00
Task 6: Conceptual Approval	0.0	32.0	0.0	0.0	32.0	6.0	2.0	72.0	\$12,180.00
Subtotal (Hours)	8.0	300.0	40.0	92.0	243.0	58.0	32.0	Total Hours	Total Cost
Subtotal (Cost)	\$2,000.00	\$67,500.00	\$6,000.00	\$16,100.00	\$30,375.00	\$7,250.00	\$3,680.00	773.0	\$132,905.00
Subconsultants and Other Additional Costs									
Blue Zones LLC									\$68,060.00
Production Costs									\$1,000.00
Travel Costs									\$2,500.00
Administrative Overhead 10%									\$7,056.00
Total									\$77,616.00
Total Costs									\$210,521.00

Table 3: Blue Zones Budget Breakdown

Task	Budget
Task 1: Communications and Administration	\$2,000
Task 2: Public Outreach and Input	\$24,520
Task 3: Technical Analysis and Land Use Update	\$13,160
Task 4: Urban Design, Development Standards and Design Guideline Support	\$10,360
Task 5: Draft Area Plan and General Plan Amendments	\$11,040
Task 6: Conceptual Approval by Planning Commission and City Council and Final Draft Area Plan	\$4,480
Project Management/Administration	\$2,500
All tasks	\$68,060

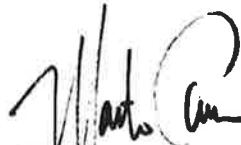
CONCLUSION

We are happy to meet to clarify any scope or budget issues and to facilitate executing contracts. Again, thank you for bringing us on board to help make the project a reality.

Sincerely,



Michael J. Groves, AICP
President



Martin Carver, AICP
Principal

Attachment: Blue Zones Team Qualifications



December 16, 2020

Don Reynolds, City Manager City of San Juan Bautista
311 2nd Street
P.O. Box 1420
San Juan Bautista, CA 95045

Re: South San Juan Area Plan Scope of Work

Dear Mr. Reynolds:

Blue Zones, LLC, is a named partner with EMC Planning Group for the South San Juan Area Plan, to lead the public participation effort, collaborate on design guidelines and plan amendments, and ensure that a strong emphasis is placed on creating a healthy, livable environment in the new growth area. Our project team has expertise in building collaboration through community-informed processes, incorporating healthy community design into plans and policies, and bringing together diverse stakeholders to embrace health and wellbeing principles. Our team does this by:

- Promoting a shared language and building common ground among residents, business leaders, property owners, planners, engineers, designers and elected leaders;
- Advancing designs and infrastructure that honor land uses and open spaces, ensuring equitable access to high-quality employment, environments, education, healthy foods, health care services, safe housing and cultural offerings to achieve optimal health outcomes, while reducing disparities;
- Ensuring the voices of those who have been traditionally under-heard in planning processes are valued; and
- Recognizing the central role that the built environment plays in creating healthy or unhealthy communities.

It is important to note that a member of our team, Paul Zykofsky, will be engaged in the San Juan Bautista Active Transportation and Community Connectivity Plan, and that we will work to ensure there is alignment and collaborative engagement between these projects. Attached to this cover letter, please find more information about Blue Zones and the Project Team. Should you have any questions or require additional information, please don't hesitate to be in touch.

Sincerely,

Dan Burden

Dan Burden
Director of Innovation and Inspiration



Albert Lea, Minnesota, is a small community that had lost its largest employer. This Midwestern city also had high smoking rates and low physical activity levels. The Blue Zones town makeover was completed in 2009 with dramatic results. Over 25% of the population participated in the program. Life expectancy increased an average of 3.2 years. An average 21% drop in absenteeism was reported by key employers. City employees showed a 49% decrease in health care costs. Overall, the community saved \$7.5 million in annual health care costs for employers and the Downtown Streetscape revitalization has increased private investment, tourism, and the tax base.

With this model tested for success, the program was refined and expanded to include **Hermosa, Redondo and Manhattan Beaches**, 2,000 miles away in Southern California. Beginning in December 2010, Blue Zones and Healthways launched a three-year effort by analyzing existing conditions in the built environment and recommending strategies to advance health and well-being. More than 24,000 residents completed the Blue Zones Pledge and 3,000 people completed community workshops. Additionally, \$8.1 million was secured for livability projects. The adoption of smoke-free policies in Hermosa Beach and Manhattan Beach resulted in a 17% decrease in smoking and 9% increase in exercise. More than 100 restaurants began serving healthier options and five grocery stores committed to healthy shopping. The beach cities saw a 15% decline in overweight residents and 4% increase in produce consumption. Six schools also took part in activities, including student gardens and nutrition education, subsidized healthy lunches, and 37 Walking School Bus

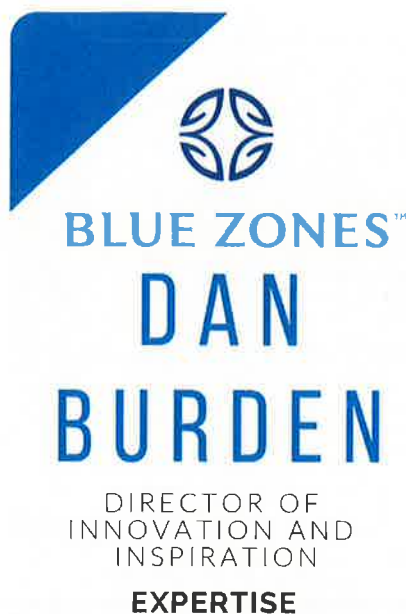
routes, which resulted in 25% of Beach Cities elementary school students walking to school.

Blue Zones, LLC, engages communities with the goal of reaching consensus on planning and built environment updates. We do this by:

- Ensuring the voices of those who have been traditionally underrepresented in planning processes are valued;
- Recognizing the central role that the built environment plays in creating healthy or unhealthy communities;
- Promoting a shared language and building common ground among residents, business leaders, property owners, planners, engineers, designers and elected leaders; and
- Advancing designs and infrastructure that honor land uses and open spaces, ensuring equitable access to high-quality employment, environments, education, healthy foods, health care services, safe housing and cultural offerings to achieve optimal health outcomes, while reducing disparities.

Client Reference:

*Lauren Nakano, Director, Blue Zones Project at Beach Cities Health District | lauren.nakano@bchd.org
Ellen Kehr, Organizational Lead, Blue Zones Project
Albert Lea | 507.402.5144 | ellen.kehr@gmail.com*



Mr. Burden has more than 40 years of experience in community and transportation planning and urban design, and specializes in active transportation studies, trails design, safe routes to school, traffic calming, traffic management, and as a trainer for national, regional, state and local courses in Complete Streets, bicycling, walkability, land use development and street connectivity. He is noted for his abilities to plan, design and facilitate workshops, walking audits and charrettes. As a Senior Planner, Senior Urban Designer and a nationally recognized authority on bicycle and pedestrian facilities and programs, he focuses on the built environment, livable communities, healthy streets, traffic calming, and other design and planning elements that affect roadway environments. His goal is to bring many professions closer together to retool and rebuild communities by focusing on engineering, planning, health, development, placemaking, architecture, advocacy, historic preservation, and landscape architecture. This focus creates engaging activity centers, prosperous business districts, quiet, pleasant, well-connected neighborhoods, and great waterfronts, parks, trails and open spaces with an emphasis on people and active living. Dan is especially known for his ability to draw people with different issues and points of view together around common values and with a common desire to build more complete, holistic, healthy and prosperous communities.

CONTACT

323 Washington Ave N., 2nd Floor,
Minneapolis, MN 55401
614.595.0976
dan.burden@bluezones.com

EXPERIENCE

**Dir. of Innovation
and Inspiration**
1996-Present

**Senior Urban
Designer**
2005-2009

**State Bicycle
and Pedestrian
Coordinator**
1980-1996

**Co-Founder and
Executive Director**
1977-1979

**Founder and
Executive Director**
1973-1977

Expedition Leader
1972-1973

**Freelance
Photographer**

BLUE ZONES, LLC

Walkable and Livable Communities Institute, Inc., Exec.
Dir., Walkable Communities, Inc., Exec Dr.

GLATTING JACKSON KERCHER ANGLIN, INC.

FLORIDA DEPARTMENT OF TRANSPORTATION

BICYCLE FEDERATION OF AMERICA

(Now National Center for Walking and Bicycling)

BIKECENTENNIAL

(Now Adventure Cycling)

HEMISTOUR BICYCLE EXPEDITION

Alaska to Argentina

NATIONAL GEOGRAPHIC

SIGNIFICANT PROJECTS

La Jolla Boulevard Bird Rock, San Diego

TRAFFIC MANAGEMENT AND CORRIDOR PLAN

Facilitated an extensive civic engagement process to address ways to calm and move traffic, create an attractive streetscape and increase retail success, while also making sure that the surrounding community was not negatively impacted by excess traffic. This involved the design of a roadway that removed four signals and one four-way stop, replacing these elements with five roundabouts. The project received the following awards: the American Public Works Association 2008 Transportation Project of the Year, Urban Land Institute's Smart Growth Award for Catalyst Project of the Year, and American Planning Association's Award of Merit for Planning Excellence for a Grassroots Initiative.

Town of Hamburg, New York

MAIN STREET CONVERSION

Assisted the Town of Hamburg, New York, and the New York Department of Transportation with visioning, concept development, pedestrian analysis, and charrette-style public process for the reconstruction of all three of the downtown's commercial streets, in addition to seven re-engineered intersections. Provided a series of interactive workshops to bring residents, city and state officials together to form a common vision. The resulting design included a main street plan, on and off street parking details, streetscaping, a detailed concept plan, pre-construction engineering services, a walkability/bikeability assessment, traffic calming, and placemaking. NYDOT won the Innovative Management Award (by AASHTO, AAA, and the U.S. Chamber of Commerce) for their work on this project (U.S. Route 62 Hamburg Project).



- ITE's Traffic Safety Toolbox (bicycling section)
- Street Design Guidelines for Healthy Streets
- Citizens Guide to Traffic Calming
- Guide to Traffic Calming and Emergency Response
- How Can I Find and Help Build a Walkable Community?
- 22 Benefits of Urban Street Trees
- 12 Steps Toward Walkable Communities
- Crimes of the Heart, NEWSWEEK Magazine, 2010
- Walk This Way, Men's Health/Best Life Magazine, 2009
- He Takes Back the Streets for Walking, TIME Magazine, 2001

COMMUNITY SERVICE

American Youth Hostels, Inc.
President and Active Board Member
(1980-1992)

SIGNIFICANT PROJECTS

Raleigh, North Carolina HILLSBOROUGH STREET

Hillsborough Street is an important state trunk line, connecting the Capitol Building in downtown Raleigh to the state fair grounds, and distant neighborhoods. The street bisects some of the city's oldest and greenest neighborhoods. Hillsborough Street is listed as the most dangerous state roadway for pedestrians. The five-day charrette helped more than 500 people reach consensus on a significant roadway alteration, dropping five lanes to two in some sections and three lanes in others, plus dedicated turn lanes. A dozen roundabouts and many pedestrian, bicycle and transit amenities were proposed, and many were built. Our team worked on many issues and tasks including an overall village plan, a traffic management plan, place making and streetscaping, rebuild of key intersections, traffic calming, walkability, open space, transit operations, main street design and bicycling elements.

REPRESENTATIVE PROJECTS

Traffic Calming Master Plans

- Waikiki Livability & Traffic Management Study (all surface streets, integrate BRT)
- Honolulu Traffic Calming Master Plan (43 Neighborhoods)
- Savannah, Georgia, Traffic Calming Master Plan for various neighborhoods, and the foundation for a city-wide traffic calming master plan
- City-wide traffic calming master plan for Hartford, Connecticut
- City-wide traffic calming master plan for Stamford, Connecticut
- Mt. Pleasant, Michigan, Campus Master Plan and Neighborhood Traffic Calming

Transportation Studies, Improving Connectivity & Mobility Plans

- Waikiki Livability & Traffic Management Study (all surface streets, integrate BRT)
- Honolulu Traffic Calming Master Plan (43 Neighborhoods)
- Savannah, Georgia, Traffic Calming Master Plan for various neighborhoods, and the foundation for a city-wide traffic calming master plan
- City-wide traffic calming master plan for Hartford, Connecticut
- City-wide traffic calming master plan for Stamford, Connecticut
- Mt. Pleasant, Michigan, Campus Master Plan and Neighborhood Traffic Calming

Main Street Programs, Corridor Plans & Economic Development

- Roosevelt, L.I., NY, charrette on main street design, walkability, livability
- Balboa Avenue, San Diego, CA, corridor and village development
- University Place, WA, Bridgeport Way corridor and downtown reinvestment plans
- Sammamish, WA corridor plan
- West Ossipee, NH rural village development
- Cutler-Orosi, California corridor investment and redevelopment
- Division Avenue, Grand Rapids, Michigan, corridor redevelopment
- Coram, Middle Island, Long Island, NY, village redevelopment
- Gerard Street, Huntington, Long Island, NY, street and plaza development
- Oregon Main Street Guide, Oregon Dept of Transportation

Trails Open Space & Active Community Environment (ACE) Plans

- Grand Canyon North and South Rim Trails Plans
- Ludlum Trails – Trails Best Practices, Miami, FL
- Built Environment & Trails Summit, Kansas Department of Health & Environment
- 2010 State Trails Conference, West Virginia
- East Coast Greenway Master Plan (Connecticut)

Safe Routes to School Programs, Projects & Master Plans

- Cities of Missoula & Bozeman, Montana
- Summit County, Colorado (3 separate school sites)
- City and County of Honolulu, Hawaii (22 separate school studies)
- City of Detroit, Michigan (6 separate schools)
- City of East Lansing, Michigan
- City of Hartford, Connecticut (All elementary, middle and high schools in city)
- City of Stamford, Connecticut (All elementary, middle and high schools in city)
- City of San Francisco, California (2 school sites)
- City of Lindsey, California (with LGC)
- City of Los Angeles, California (Los Angeles School District, with LGC)
- City of Casper, Wyoming (9 school sites, design guide and school siting study)
- City of Sacramento, California (Natomas School District, with LGC)
- City of La Mesa, California (with LGC, 4 school sites)
- Savannah, Georgia (2 school sites)
- Florida School Crossing Guard Program (initiated program (circa 1990), ongoing project)
- Florida Traffic Safety Education Program (initiated program (circa 1990), ongoing project)



PAUL ZYKOFSKY

BArch, MUP

COMMUNITY DESIGN SPECIALIST

916-448-1198

pyzkofsky@lgc.org

RELEVANT PROFESSIONAL EXPERIENCE

Paul Zykovsky works on the Local Government Commission's programs related to land use and transportation planning, community design, and health and the built environment. Mr. Zykovsky is co-author of *Building Livable Communities: A Policymaker's Guide to Transit Oriented Development and Emergency Response: Traffic Calming and Traditional Neighborhood Streets*. Mr. Zykovsky led the team that put together the LGC's "Compact Development Compact Disk (CD2)," a toolkit that contains presentations, interactive exercises and case studies on higher density housing. In 2006, Mr. Zykovsky co-wrote (with Dan Burden of Walkable Communities) the section on "walkability" in the American Planning Association's *Planning and Urban Design Standards*. He has also edited documents on infill development, street design, traffic calming, traffic safety, smart growth, form-based codes, smart economic development, community engagement in the planning process and crime prevention through community design. Mr. Zykovsky is a frequent presenter at local, regional and national conferences on a wide range of topics related to land use, transportation and community design.

Mr. Zykovsky provides technical assistance to communities throughout the nation on issues related to infill development, street and sidewalk design, and public participation in the planning process. He has prepared over 20 Community Image Surveys that have been used to involve residents in visioning and planning efforts.

PROJECT EXPERIENCE

In 2001 Mr. Zykovsky directed a first-of-its-kind, multi-year project — in collaboration with the California Department of Health Services — to promote physical activity by improving the design of the pedestrian environment. He directed the LGC's Leadership for Healthy Communities project, part of a national initiative supported by The Robert Wood Johnson Foundation from 2003 to 2013. From 2002 to 2012, Zykovsky led LGC's work as part of the Healthy Transportation Network, a project conducted in collaboration with the Department of Public Health, Rails-to-Trails Conservancy, California Bicycle Coalition and California Walks that provided technical assistance on safe walking and bicycling to dozens of cities throughout the state. He directed a project to provide technical assistance to the 14 Building Healthy Communities supported by The California Endowment and supervised two projects to provide technical assistance to disadvantaged communities applying for Active Transportation Planning grants.

Mr. Zykovsky has extensive experience facilitating public workshops and planning processes, and giving educational presentations to local elected officials, staff and community leaders. He was born and raised in Mexico, is fluent in Spanish and often gives presentations or facilitates workshops for Spanish-speaking residents. His training and experience include the following:

- Charrette facilitation: Since 2001, Mr. Zykovsky has helped facilitate over 70 multi-day design charrettes in cities, unincorporated towns and Indian reservations or

EDUCATION

- Master of Urban Planning (Urban Design), City College of New York, 1991
- Bachelor of Architecture, City College of New York, 1990
- Bachelor of Science (Architecture), Summa Cum Laude, City College of New York, 1989

PROFESSIONAL EXPERIENCE

- Community Design Specialist, Local Government Commission, Sacramento, CA, January 2019 to present
- Associate Director, Local Government Commission, Sacramento, CA, 2010 to present
- Director, Land Use and Transportation Programs, Local Government Commission, 1995-2010
- Transportation Planner, Sacramento Area Council of Governments, 1994-95
- Associate Planner, Sacramento Metropolitan Air Quality Management District, 1991-94
- Planner, New York City Economic Development Corporation, 1990-91



PAUL ZYKOFSKY

BArch, MUP

ASSOCIATE DIRECTOR

916-448-1198

pzykofsky@lgc.org

rancherias throughout California. The charrettes typically involve a series of workshops, stakeholder meetings, participatory exercises, presentations and walkability assessments aimed at helping communities develop plans to create more walkable, bicycle-friendly and sustainable places. In over 50 communities he has facilitated and provided interpreting for Spanish-speaking participants in charrettes and workshops.

- Complete Streets workshops: In May 2008 Mr. Zykovsky was one of 12 people selected by the National Complete Streets Coalition to conduct one-day workshops on complete streets. Since then he has facilitated over 15 workshops for jurisdictions in California, Hawaii, Washington, North Dakota, Texas, Maine, New York, New Hampshire and Alaska. The highly interactive workshops are designed to assist local jurisdictions to develop a Complete Streets policy and/or implement an existing policy.
- Pedestrian Safety courses: In 2006 Mr. Zykovsky became one of 10 nationally certified instructors for the Federal Highway Administration 2- or 3-day courses on pedestrian safety and developing a pedestrian safety plan. Since then he has delivered the course in over 15 regions across the U.S. He has also conducted a one-day version of the course in 13 California regions and 12 smaller cities.
- Safe Routes to School Program facilitation: In March 2005 Mr. Zykovsky was in the first group of 25 people from across the nation trained to be a facilitator to assist communities to develop Safe Routes to School Programs. Since then he has conducted workshops in over 25 communities in California, Kentucky, Iowa, Indiana, Louisiana and Nevada. In 2009 Zykovsky developed a half-day workshop in Spanish, which he's facilitated in several cities in California's Central Valley.
- Walkable Community Workshop facilitation: In 2004 Mr. Zykovsky was one of eight people in California trained by the Department of Health Services and Caltrans to facilitate walkability assessments and half-day Walkable Community Workshops. Since then he has conducted numerous walkability workshops throughout California, Mexico, Washington, Florida and Puerto Rico.
- Context Sensitive Solutions courses: During 2004, Mr. Zykovsky was one of four instructors for the University of California at Davis Extension that developed and administered eleven 3-day classes on Context Sensitive Solutions for planners in Caltrans district offices.
- Educational Courses: From 2008-13, Mr. Zykovsky was part of a team at UC Davis Extension that taught a series of courses on sustainable development for the Green Building certificate program started in 2006. He has taught one-day courses for UCDE on Complete Streets and on Sustainable Transportation. The Sustainable Transportation course was also delivered to Caltrans staff in Sacramento, San Diego and Los Angeles.



BLUE ZONES™
DANIELLE
SCHAEFFNER

**DIRECTOR OF
PLANNING &
PROJECTS**

EDUCATION

BACHELOR OF ARTS

Psychology
Lewis and Clark College, 2005

MASTER OF PUBLIC HEALTH

Epidemiology
Rollins School of Public Health,
Emory University, 2012

**HIGHLIGHTED
PROJECTS &
PUBLICATIONS**

BANNER ROAD SHOULDERS

A Kitsap County
Health Impact Assessment
Team Lead, 2016

**KITSAP COUNTY
COMPREHENSIVE PLAN 2016-2036**

Internal Review Team,
Community Partner, 2016

**STATE OF HAWAII:
STRATEGIC PLAN FOR TRANSIT-ORIENTED
DEVELOPMENT**

Contributor, 2017

**THE STATE OF TRANSPORTATION
AND HEALTH EQUITY REPORT**

Contributor, 2019

**PLANNING FOR HEALTH EQUITY,
ADVOCACY, AND LEADERSHIP —
GUIDING PRINCIPLES**

Contributor, 2020

EXPERIENCE

**Director of Planning and Projects, 2020
Blue Zones, LLC**

- Lead active transportation planning efforts; Blue Zones Project reporting and implementation guidance; the Made to Move program; and product and process improvement.
- Direct built environment-focused evaluation, sustainability and equity efforts.
- Manage a variety of projects, oversee cross-functional teams and partners to deliver outcomes on time and on budget.
- Facilitate workshops, focus groups, charrettes, and walk audits.
- Design trainings and workshop materials.

**Built Environment Specialist, 2019
Blue Zones, LLC**

- Support and lead focus groups, walking audits, training sessions, and workshops to create alignment in communities around built environment best practices.
- Work with a wide variety of key stakeholders to pass and implement active transportation policies.
- Generate reports from research findings and qualitative field analysis.
- Photograph environments for use in presentations and reports that illustrate the opportunity for change in the built environment.
- Continued product and process improvement in collaboration with Blue Zones policy expert team.
- Effectively work with and manage cross-functional teams and partners to bring projects to fruition on time and on budget.
- Project manage small to large projects that span multiple years.

**Physical Activity Coordinator 2018
Community Environmental Change Specialist, 2016-2018
Hawaii State Department of Health**

- Coordinated and supported implementation of statewide active transportation efforts.
- Collaborated with partners to: assess need for and provide trainings supporting the promotion of active transportation and provide technical support to public, private, and community partners.
- Worked with partners to integrate health and equity into plans, project selection, and programs.
- Served as liaison to the Hawaii Public Health Institute, Healthy Eating, Active Living (HEAL) Coalitions, and other neighbor island groups to facilitate the promotion of active transportation.
- Conducted procurement necessary to meet objectives of statewide and community based initiatives; managed contracts.
- Served as health representative on active transportation workgroups and committees, including:
 - Mayor's Advisory Committee on Bicycling, Age-Friendly Honolulu's Transportation Workgroup, Oahu Bike Plan Update Technical Advisory Committee, Hawaii Interagency Council for Transit-Oriented Development (designee) and Bikeshare Working Group.
- Led Planners4Health grant as part of task force, February – September 2017, and as acting Project Manager May - September 2017.
- Team Lead for Walkability Action Institute technical assistance opportunity.
- Developed and updated annual work plans, budgets, and reports.

**Environmental Health Specialist for Healthy Communities
Chronic Disease Prevention Team, Kitsap Public Health District, 2014-2016**

- Built Environment lead for Kitsap Public Health District.
- Conducted Health in all Policies work, including health and equity integration into regional, county and city planning documents to promote healthy eating and active living.
- Led Health Impact Assessment made possible through a competitive funding opportunity from National Association of County and City Health Officials.
- Health representative on Kitsap Food Policy Council.
- Vice-Chair of Puget Sound Regional Council's Bike and Pedestrian Advisory Committee from January 2016 through August 2016 (member from March 2014 through August 2016).
- Worked on Community Transformation Grant through September 2014 when initiative ended.
- Acted as healthy eating, active living content expert for county Comprehensive Plan update process.
- Assisted with epidemiological reporting.

Sarah Bowman

Public Engagement | Impact Assessment | Resource Development | Project Management



Personal Skills

- Twenty years of experience as a community engagement specialist with a proven track record in assisting teams in coordinating successful bids through strong, well-presented and compelling proposals that have resulted in \$400M+ in funding;
- Excellent written and verbal communications, demonstrated through award-winning outreach materials for 30,000+ members of the public in more than 100 countries;
- Experienced facilitator focused on building strong and lasting coalitions between diverse stakeholders, including members of the public, researchers, governmental agencies, higher education institutions, civil society organizations and industry partners;
- Broad business acumen with a charismatic approach to complex engagement challenges.

Employment History

Resource Development Consultant & Project Manager, Blue Zones, LLC, 2016 – Present

- Develops project work plans and ensures delivery of plan elements through robust public engagement.
- Coordinates the public engagement and communications efforts for projects reaching more than 5M+ Americans and Canadians, to ensure the evidence-base underpins policies, services and plans.
- Advances a wide-range of deliverables, including plans, reports, videos, case studies, built environment demonstration projects, and other outputs, especially focused on integrating health, wellbeing and quality of life metrics into policies, plans and programmatic efforts.
- Assists teams in securing funding by developing and submitting proposals with a focus on teaming, crafting public involvement plans, impact frameworks and demonstration projects.

Director of Strategic Engagement & Impact Assessment, Trinity College Dublin, Ireland, 2014–Present

- Coordinates the public engagement, communications and impact assessment efforts for Principal Investigators and researchers to advance evidence-informed policies, programs and services.
- Serves as Director of the Research Impact Unit, overseeing a two-year pilot project on research impact and assessment with Trinity Long Room Hub and the School of Medicine.
- Serves as Director of the Health Research Board-Irish Research Council Ignite program, focused on public, patient involvement in health research.
- Assists researchers and partners in developing public involvement plans and assessment frameworks.
- Manages staff to promote teaming and consortia development with national and international partners, overseeing proposals from pre-qualification to post-tender.
- Develops tools, resources and outreach materials to better position teammates, build brand awareness and communicate complex ideas.
- Directs event planning to engage stakeholders, including large-scale events (1,000+ participants) to management of smaller working groups.
- Develops educational initiatives including: the International Summit on Ageing with an Intellectual Disability (200 participants / 6 CEUs); the Falls and Syncope Unit International Training (133 participants / 14 CPDs); the Irish Universities Association Engaged Research Training (2,000+ attendees); the Universal Design Innovation Showcase (90 undergraduate engineers); the FutureLearn Massive Open Online Courses: Strategies for Successful Ageing (30,000 online learners); Women's Health After Motherhood (7,000 online learners); Performing Accessible Health Assessments (2,500 online learners); and programming for primary and secondary school students, as examples.
- Oversees social media campaigns and coordinates efforts across multiple teams.
- Serves as National Convener for the engaged research report Society & Higher Education Working Together to Address Grand Societal Challenges and creator of the Engaged Research Framework.
- Facilitates 'Planning for Impact,' and 'Strategic Engagement' workshops for higher education institutions, governments, funding bodies, and community organizations.

Co-Founder and Chief Operating Officer, Walkable and Livable Communities Institute, 2009–2013

- Co-founded the Institute, secured 501c3 nonprofit status, managed all proposal development and bid submittals, delivered \$2M+ in community engagement technical assistance focused on walkability, livability, wayfinding and place-making through urban design and transportation planning efforts to 1,000+ communities;
- Served as project manager for engagement-focused publications for the U.S. Environmental Protection Agency, Federal Highway Administration, National Association of Realtors, AARP, AECOM and others;
- Managed a wide range of community engagement projects and directed educational programming;
- Oversaw all daily operations, including recruitment, mentoring and personnel performance reviews, in addition to managing the transition from start-up to established business;
- Provided monthly, quarterly and year-end financial reports to the Board and Executive Director, reconciled all accounts, approved purchases, issued payroll and authorized invoicing;
- Positioned and marketed the organization nationally and internationally, scoped projects and ensured significant net equity from year one through external partnerships, fundraising initiatives and billable project load.

Tenured Professor of English, City Colleges of Chicago, 2004–2008

- Designed curriculum for Beginning Composition, Advanced Composition, Women's Literature, Introduction to Poetry, and Introduction to Creative Writing;
- Lectured, critiqued student writing, conducted personal conferences, and computed final course grades for 120 undergraduate students each semester;
- Provided academic advisement for 80 students each semester;
- Served as Editor-in-Chief for *Symposium: A Journal of Research and Inquiry*;
- Utilised online learning technologies for distance learning and served on the Assessment Committee for the U.S. Department of Education and the City Colleges of Chicago;
- Awarded Outstanding New Teacher Award through the National Council of Teachers of English (NCTE Midwest).

Audubon Coordinator & Lecturer, University of Notre Dame, 1998–2004

- Developed, implemented, and maintained an Audubon Cooperative Sanctuary Program for the University of Notre Dame, per the guidelines set by Audubon International;
- Engaged land owners during campus expansion of facilities, ensuring proactive environmental stewardship to protect sensitive areas and build partnerships with the surrounding community;
- Established a science education program for area schools and launched citizen science programs;
- Finalized all purchases and chose appropriate vendors to design native landscaping and supervised seasonal employees and student interns;
- Assisted with the daily golf course administrative duties, including record keeping of chemical applications and Material Data Safety Sheets, expense reports, budget summary spreadsheets, daily employee task lists, and payroll for employees, processing all other records and files required by Federal, State, and University policies;
- Ensured compliance with Indiana Department of Environmental Management wetland permits;
- Authored articles and interviewed for local and national publications, including *Golf Course Management Magazine* and *Great Lakes Golf Magazine*;
- Served as an Environmental Steward for the State of Indiana.

Education & Training

- Systematic Development of Informed Consent
Institute for Participatory Management & Planning, 2010
- Master of Fine Arts, Creative Writing & Editing
University of Notre Dame, 2000, Summa cum laude
- Bachelor of Arts, Anthropology & English
University of Albany, 1998, Summa cum laude

Awards

- 2020, Emerald Publishing, Literati Awards
- 2016 Age Friendly Ireland, Communications Award Nominee
- 2012 Civic Design Award, AIA, Port Angeles Signage and Wayfinding Program
- 2011 Outstanding Achievement Award, APA, Port Angeles Waterfront Transportation Plan
- 2010 Making Great Communities Happen Award, APA San Diego, Downtown Needs Assessment
- 2007 Outstanding New Teacher Award, National Council of Teachers of English (NCTE Midwest)



Healthy Built Environments

Las Cruces Comprehensive Plan 2040:

Making the changes for a community to become more walkable, livable, healthy, equitable and business-friendly, the City of Las Cruces, New Mexico, organized its Comprehensive Plan update into five themes: Healthy Community; Community Character; Economic Prosperity; Sustainable Growth; and Operational Support. With high rates of obesity, low levels of routine physical activity and opportunities to improve livability, Las Cruces set out to advance an update which also advanced health.

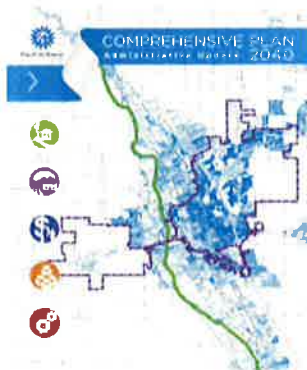
The Blue Zones Built Environment Team served as the lead consultant for the Healthy Community element, generating a report on Healthy City Design, facilitating a public process and integrating data to deliver the recommendations for the Plan update. Recommendations focused on housing, parking, street connectivity, neighborhood grocery stores, investing in active transportation, and improving access and equity. The Blue Zones Built Environment Team made policy recommendations, conducted walk audits and presented key findings, and developed an Active Living, Healthy Streets Toolbox.

Blue Zones employs evidence-informed approaches and takes a systematic, environmental approach to well-being that focuses on optimizing policy, design, social networks and the built environment. Our team engages communities with the goal of reaching consensus on policy and planning updates. We do this by:

- Ensuring the voices of those who have been traditionally underrepresented in planning processes are valued;
- Actively identifying opportunities to form and strengthen

relationships in order to address adverse health outcomes through policy and planning efforts;

- Recognizing the central role that the built environment plays in creating healthy or unhealthy communities;
- Acknowledging that public health can be improved through integrating policies, plans and programming;
- Promoting a shared language and building common ground among residents, business leaders, property owners, planners, engineers, designers and elected leaders; and
- Advancing designs and infrastructure that honor land uses and open space, ensuring equitable access to high-quality employment, environments, education, healthy foods, health care services, safe housing and cultural offerings to achieve optimal health outcomes, while reducing disparities.



Client Reference:

Project Manager Sirjana Basnyat
605.562.0020

Trish Paetz

From: Kathleen Manning [REDACTED]
Sent: Wednesday, January 13, 2021 12:46 PM
To: Trish Paetz
Subject: Closing of First Street for Rancho Vista Roundabout.

The closing of First Street would seriously impede our ability to conduct our business. The people who live in Rancho Vista will be able to get into town by using Third Street, we will not. We will have to go all the way to the 101 and take the 156 every time we need to get to our properties that are within and on the other side of San Juan. We have cattle on the other side of town and we would not be able to get to them in a timely manner if one or more of them gets out or gets sick. A couple of years ago, someone cut the fence and we had ten bulls on the soccer field. We got there in a very timely manner because we could go through town to get to them. If the time of going all the way around were added to it, they might of decided to take a walk down the Main Street.

Meritage has not started or completed one of the remediation projects that are listed and approved in the Development Agreement. Nothing has been done to plant the trees and do the other agreed upon projects such as doing something about the wall that was built not where it was supposed to be, nor taller than the height agreed upon. We have turned all of the documentation into the City and we have not heard back from anyone, neither Meritage nor the City.

Response time for fire and ambulance will be greatly added to. It seems as if there is an ambulance responding to one of the packing sheds almost weekly. Especially when they are operation at 100%.

Please do not allow Meritage to close all of First Street. It would cause us undo hardship. We are barely holding on as it is. Meritage just wants to save the money that they would have to pay for traffic control.

Sincerely yours,

Kathleen Manning
Matthew Manning
Nyland Herefords, LLC

Trish Paetz

From: David Genesy [REDACTED]
Sent: Wednesday, January 13, 2021 7:50 PM
To: Trish Paetz
Subject: First St construction feedback

Please insist on traffic control to keep the very busy road open during construction of the round about. To be clear—two way traffic with one way open at a time controlled by flag personnel.

Thank you
Dave Genesy

Trish Paetz

From: Katie Farfan-Smith [REDACTED]
Sent: Tuesday, January 12, 2021 10:15 PM
To: Trish Paetz
Subject: Roundabout

My thoughts on this is Meritage will save money by closing First St and not having to provide traffic control. This will be at the expense of residents time. This also would send all residents of Rancho Vista either down the very narrow residential section of 3rd or the not quite as narrow Donner St. The only benefit I see to a full closure is to the developer. It will also add to traffic on 156 in the afternoon coming in to town. I also see a safety hazard for Rancho Vista as they will only have one way to exit their neighborhood. Is there any liability if there was some kind of emergency and the only road out was blocked?

Thank you
Katie Smith

Sent from my iPhone