



# City of San Juan Bautista

The "City of History"

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## AGENDA

### REGULAR CITY COUNCIL MEETING

TUESDAY ~ APRIL 20, 2021 ~ 6:00 P.M.

### ~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

Join Zoom Webinar <https://zoom.us/j/85227078466>

or call 1 (669) 900-6833

Webinar ID: 852 2707 8466

#### 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. You are encouraged to watch the meeting live on Zoom or Facebook. *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. Comments from other platforms will not be considered during the meeting. If you would like to participate you **MUST** login to Zoom.

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](mailto:deputycityclerk@san-juan-bautista.ca.us) not later than 5:00 p.m., April 20, 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](http://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](mailto:deputycityclerk@san-juan-bautista.ca.us) or calling the Deputy Clerk (831) 623-4661 during normal business hours.

**1. Call to Order**

**Pledge of Allegiance**  
**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. Adoption of a Resolution of the City Council of the City of San Juan Bautista  
Ordering Preparation of an Engineer's Report for Fiscal Year 2021-2022 for Valle  
Vista Landscape and Lighting Maintenance Assessment District No. 1**

**C. Adoption of Ordinance 2021-02 of the City Council of the City of San Juan Bautista  
Eliminating Self Regenerating Water Softeners (Introduced March 16, 2021 with a  
5-0 vote) (Exempt per Section 15061(b)(3), 15307 and 15308 of the California  
Environmental Quality Act)**

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

**4. Presentations, Informational Items and Reports**

**A. Proclamation for Water Awareness Month, May 2021**

**B. Proclamation for Municipal Clerk's Week, May 2-8, 2021**

**C. Proclamation for National Public Works Week, May 16-22, 2021**

**D. Report by Jill Pagaran of the San Juan Committee**

**E. Presentation by City Lead Library Technician Rochelle Eagen of the Fiscal Year  
2020 California State Library Report**

**F. Treasurer's Report and Monthly Financial Statements by City Treasurer Michelle  
Sabathia**

**G. City Manager's Report**

**H. Reports from City Council Representatives to Regional Organizations and  
Committees**

**5. Action Items**

**A. Adoption of a Resolution of the City Council of the City of San Juan Bautista  
Declaring the Condition of Certain Properties and Ordering the Abatement of  
Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the  
Proposed Abatement (SJB MC 5-6-100 – 5-6-200)**

**B. Adoption of a Resolution of the City Council of the City of San Juan Bautista  
Amending the Master Programs Funding Agreement with the San Benito County  
Council of Governments for Use of Measure G Funds**

**C. Adoption of a Resolution of the City Council of the City of San Juan Bautista  
Enforcing Ordinance 2020-02, Which Added Section 28 to Title 5: Banning the Use  
of Certain Plastics and Establishing a Sustainable Food Service Ware and Retail  
Bags Ordinance**

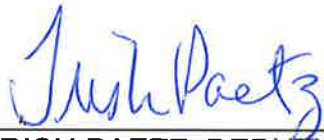
- D. Approve the Purchase of a Portable Backup Generator in the Amount of \$52,693.88 for City Operated Public Facilities
  - E. Adoption of a Resolution of the City Council of the City of San Juan Bautista Approving Allocation of Community Development Block Grant Funds, "Cares Act V2 and V3" Estimated to be \$231,284 for Regional Homeless Services
6. Discussion Items
- A. Update on Water and Wastewater Distribution System Enhancements and Compliance with the Environmental Protection Agency
  - B. Update on COVID-19 and Affects to the San Juan Community and San Benito County
  - C. Confirmation of the County's State of Emergency Due to COVID-19
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 16<sup>th</sup> DAY OF APRIL 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 15<sup>th</sup> DAY OF APRIL 2021.



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TRISH PAETZ, DEPUTY CITY CLERK

**RESOLUTION NO. 2021-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN JUAN BAUTISTA ORDERING PREPARATION OF AN ENGINEER'S REPORT  
FOR FISCAL YEAR 2021-22 FOR VALLE VISTA LANDSCAPE AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT NO. 1**

**WHEREAS**, pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) ("Act"), the City levies an annual assessment in connection with its Valle Vista Landscape and Lighting Maintenance Assessment District No. 1 ("District"); and

**WHEREAS**, the City Council desires to initiate proceedings for the Fiscal Year 2021-22 levy of the assessment in connection with the District.

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

1. That City Engineer Julie Behzad be and is hereby appointed as Engineer of Work to perform all engineering work in the conduct of said proceedings.
2. That the improvements to be maintained, and operations and services in connection with the District shall be substantially unchanged from those provided for in Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-2020 and 2020-21: the maintenance, operation and servicing of street lighting and street landscaping within the district, as well as the maintenance, operation and servicing of lighting and landscaping associated with the detention basin, sanitary sewer pump station, and public park located within the district.
3. That the Engineer of Work hereby is directed to prepare and to file a report in compliance with Sections 22565 *et seq.* of the Act.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of San Juan Bautista duly held on the 20<sup>th</sup> day of April, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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Leslie Q. Jordan, Mayor

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Shawna Freels, City Clerk



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL

**AGENDA TITLE:**           **SECOND READING OF THE ORDINANCE  
ELIMINATING SELF REGENERATING WATER  
SOFTENERS**

**MEETING DATE:**       April 20, 2021

**SUBMITTED BY:**       Don Reynolds, City Manager

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**RECOMMENDED ACTION:**

It is recommended that the City Council consider the attached revised draft Ordinance to eliminate the use of self-regenerating water softeners in the City and proceed with its second reading.

**BACKGROUND:**

Following a Town Hall Meeting October 7, 2020, the City Council selected from several options its compliance projects from the PER. Three projects were combined that address the origin of the salinity from its reliance on hard, salty ground water, the use of self-regenerating water softeners, and the inability of the current POTW to remove salinity from the waste water collected. The point is, that all of these measures have to be taken together. On October 15, 2020, the City Council approved Resolution 2020-51, and agreed to two compliance projects from the analysis provided in the Preliminary Engineers Report ("PER"): "Alternative 3: Regionalization with Hollister WWTP and Off-Site Source Control (Hollister Water Treatment Plant operated by the City of Hollister, and West Hills Water Treatment Plant operated by the San Benito County Water District)." The "Third Alternative" focusses on "Source Control" and includes the removal of brine producing water softeners. These compliance projects were approved by the EPA October 30, 2021 and are the City's "marching orders" towards the December 2023 compliance deadline.

These details and additional background information can be found in staff's first report on the topic of brine producing water softeners, submitted March 16, 2021 to the City Council. This Ordinance does two things; Section 5-35-040 no person shall install a residential brine discharging water softening or conditioning appliance- preventing new appliances of this nature from becoming more of a problem. And secondly, 5-35-050 requires any person having an appliance like this to remove it by March 2023 (in two years). It is estimated that of 800 subscribers, 60% have water softeners; or approximately 480 households will be impacted by this new law.

## DISCUSSION

On March 16, 2021, when staff presented this Draft Ordinance to ban the use of brine producing water softeners, written and oral public testimony was received. While empathy was expressed in support of preventing new brine producing water softeners being installed, there was concern about eliminating the existing water softeners. Council requested staff to amend the draft ordinance and remove the March 2023 deadline.

Attached is the revised Ordinance. The language in Section 5-35-060 has been revised as follows:

### **5-35-060 Removal of existing water softening/conditioning appliances.**

Every person who has an existing self-regenerating brine discharging water softening or conditioning appliance that is installed upon residential property or premises owned by him or her and that discharges into ***the POTW shall remove and dispose of the installed residential brine discharging water softening or conditioning appliance on or about the date that the West Hills Potable Water supply is connected, installed and fully functional. The City shall notify residents of that date and this requirement.*** Persons occupying or leasing the residential property or premises of another who has an existing brine discharging water softening or conditioning appliance installed thereon shall notify the property owner of the requirements of this chapter.

## FISCAL IMPACT

The revisions to the Ordinance do not impact the fiscal impacts described March 16, 2021 for the City Council. Buying back an estimated 500 water softeners may cost as much as \$193,000.

## ATTACHMENTS

Draft Ordinance adding Section 5-35 to the City Code, revising Section 5-35-060

## **ORDINANCE NO. 2021-02**

### **ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA ADDING SECTION 35 TO TITLE 5: WATER SOFTENERS**

**WHEREAS**, the purpose of this ordinance is to protect the quality of the waters of the State and the environment, including, but not limited to, the groundwater in the vicinity of the City of San Juan Bautista, by limiting the amount of brine entering, and subsequently passing through, the Publicly Owned Treatment Works "POTW", and to bring the POTW back into compliance with its California Regional Water Quality Control Board Permit Number R3-2009-0019 and National Pollution Discharge Permit "NPDES" Number CA0047902; and

**WHEREAS**, it is also the purpose of this ordinance to reduce the expenditure of public funds and mitigate rate increases by lessening the need for new capital facilities to treat wastewater for excessive salinity levels.

**NOW, THEREFORE**, by adopting this Ordinance, the City fulfills their obligations committed to on August 18, 2020, associated with its commitments to the Environmental Protection Agency ("EPA") Administrative Order on Consent, Docket Number CWA-309(a)-20-007 requiring the City to be in compliance no later than December 21, 2023.

**SECTION 1.** Adds Ordinance number 2020-02, pertaining to Municipal Code Title 5, Section 5-35 as follows:

#### **5-35-010 Authorization.**

This article is enacted pursuant to the police power authority contained in the California Constitution, Article XI, Section 7 and also under the authority in Cal. Health & Safety Code § 116775 et seq.

#### **5-35-020 Definitions.**

The following definitions shall apply to the terms used in this article:

"Brine" means a heavily saturated solution containing sodium, chloride, or other salt of the alkali metals.

"CDO" means cease and desist order.

"City Manager" means the City Manager of the City of San Juan Bautista, or his authorized deputy, agent or representative

"Effluent" means treated water discharged from the City wastewater treatment plant to land, where it both evaporates and percolates into the groundwater and the creek.



“Environmental Protection Agency” and “EPA” means the independent Agency of the United States Government that protects, regulates and controls pollution as these activities apply to various pollution prevention practices including the Clean Water Act (“CWA”), and the National Pollution Discharge Elimination System (“NPDES”) program. Enforcement as it applies to the City includes the August 18, 2020 Administrative Order on Consent (“AOC”) Docket Number CWA-309(a)-20-007 requiring the City to be in compliance with its effluent water discharge in to a United States waterway no later than December 21, 2023.

“POTW” means a treatment works as defined by Section 212 of the Act which is owned by the City including any sanitary sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this Chapter, “POTW” shall also include any sewers that convey wastewaters to the POTW from persons outside the City of San Juan Bautista who are, by contract or agreement with the City, users of the San Juan Bautista POTW.

“Regional Water Board” means the California Regional Water Quality Control Board, Central Coast Region, created and exercising its powers pursuant to the Porter-Cologne Water Quality Control Act, Cal. Water Code § 13000 et seq, and its powers to enforce its Waste Discharge Requirements Operation Permit and Master Reclamation Permit for the City of San Juan Bautista Waste Water Treatment and Reclamation Plant Order No. R3-2009-0019, and National Discharge Elimination Permit (“NPDES”) No. CA0047902.

“Residence” means a structure which is, or is intended to be, in whole or in part, a place of dwelling, whether occupied or not, whether fully constructed or not, and includes, without limitation, homes, whether attached to another structure or not, duplexes, triplexes, accessory dwelling units, apartments, condominiums and mobile homes.

“Residential brine discharging water softening or conditioning appliance” means a water softening or conditioning appliance located within or ancillary to a residence located within the City which discharges brine into a sewer system that is tributary to the POTW, whereby the capacity of the appliance to remove hardness from water is renewed by the on-site application of a chloride salt-containing brine solution to the active softening or conditioning material contained therein, followed by a subsequent rinsing of the active softening or conditioning material.

“Saline” means of or containing a salt of potassium, sodium, chloride, magnesium, or other of the alkali metals.

### **5-35-030 Findings.**

(A) The State Legislature and United States government has found and declared that pollution prevention should be the first step in a hierarchy for reducing pollution and managing wastes, and to achieve environmental stewardship for society.

(B) The City owns and operates the City's POTW.

(C) The POTW is regulated by the Regional Water Board and the EPA.

(D) The Regional Water Board issued waste discharge requirements under Waste Discharge Requirements Operation Permit and Master Reclamation Permit for the City of San Juan Bautista Waste Water Treatment and Reclamation Plant Order No. R3-2009-0019 and NPDES No. CA00472902, applicable to the POTW.

(E) On August 18, 2020 the EPA and City executed the Administrative Order on Consent Docket Number CWA-309(a)-20-007 requiring the City to be in compliance no later than December 21, 2023 which required certain programs and projects, including improvements to the POTW, to ensure compliance with the groundwater limitations of the waste discharge NPDES requirements.

(F) The AOC in Section III, subsection 13, makes certain findings of fact that the effluent from the POTW contains various contaminants that are polluting a water way of the United States, and these pollutants include excessive amounts of chloride and sodium unionized as salt, making the effluent salty or "brinish."

(G) Based on the current Water Board permit, the average monthly discharge limits for salinity (chloride, sodium, and total dissolved solids, TDS) are 200 mg/L, 250 mg/L, and 1400 mg/L, respectively. The City has been in violation of these three effluent limits for several years and currently remains in violation.

(H) The City, through Bracewell Engineering, conducted a salt reduction Study, dated November 17, 2004 due to chronic salts violations of its wastewater discharge requirements. A salt analysis performed through a community survey and mass balance calculations indicates removal of on-site, self-regenerating water softeners will have a significant impact in reducing salts in wastewater effluent. Salt loading through the use of water softeners within the City adds an additional seven tons per year into its wastewater stream. A survey of residents completed in 2020, confirms that 60% of the 800 households, residents (approximately 480) continue to rely on self-regenerating water softeners.

(I) The City was unsuccessful in satisfactorily implementing certain programs and projects within the timelines required under previous Cease and Desist Orders dating back to the 1980's, by limiting the availability or prohibiting the installation of residential water softeners that discharge into the POTW is a necessary means of achieving compliance.

(J) The City is working with the Regional Water Board and the Environmental Protection Agency to correct the problems and measures which reduce salinity and will assist the City in complying with the AOC. The Preliminary Engineering Report ("PER") is the first exhibit contained in the City's Water Master Plan and Waste Water Master Plan adopted by City Council Resolution 2020- 47 September 15, 2020. The permit violations are noted in part 2.3.2 of the WWTP Improvements PER, last updated February 2021.

(K) The PER identifies all probable sources of salt and “TDS” in its effluent water. Table 9 of the PER estimates the salinity loading into the WWTP from multiple contribution sources, as summarized below.

**Table 9 WWTP Influent Salinity Balance (Average Daily Loads)**

<b>Salt Contributors to Total WWTP Influent</b>	<b>TDS</b>	<b>Chloride</b>	<b>Sodium</b>
<b>SALINITY CONCENTRATION, mg/L</b>			
Well No. 1 (Raw Water)	628	77	60
Diet and Personal Care Products	265	18	12
Self-Regenerating Water Softeners	361	217	144
Industrial Users	582	247	145
Inflow and Infiltration	0	40	0
<b>TOTAL WWTP INFLUENT, mg/L</b>	<b>1836</b>	<b>600</b>	<b>362</b>

(L) The PER analyzes various means by which the City can improve its water systems to reduce the salt and TDS in the effluent, and on October 15, 2020, select three compliance projects were submitted to the EPA for approval. They include importing drinking water with little or no salt, exporting its waste water to Hollister Regional Plant, and eliminating the use of self-regenerating water softeners. The City believes that many residences and businesses use self-regenerating water softeners, and that the discharge of brine from the water softeners accounts for approximately 20% of the salinity in the effluent. Such regulatory requirements will further limit the volumes and concentrations of saline discharges from nonresidential sources in the POTW to the extent technologically and economically feasible.

(M) In its letter of approval dated October 30<sup>th</sup>, the EPA approved the City’s compliance projects as follows:

The proposed Compliance Project would construct a pipeline to the Hollister, CA WWTP for off-site treatment and disposal. The City’s existing WWTP would be converted to an equalization basin and emergency storage pond to handle variations in flow. Offsite salinity control options will include the implementation of an industrial pre-treatment program for agricultural processing facilities to limit salt discharge from those users. Additionally, the City selected Option 1C from within Alternative 3, which proposes that off-site salinity control will be accomplished by blending well water (very hard water) with treated surface water (moderately hard water) and implementing a buy-back program for self-regenerating water softeners in order to reduce the salinity concentrations of wastewater to be sent to the Hollister WWTP.

(N) On December 1, 2011, at a public hearing, the Water Board adopted Resolution R3-2011-0215, which, among other findings, made a finding that the control of residential salinity input will contribute to the achievement of water quality objectives. Specifically, the Central Coast Water Board amended the City's Master Reclamation Requirements to include the following finding:

The Central Coast Water Board finds that the control of residential use of self-regenerating water softener will contribute to the achievement of the water quality objectives approved in the Basin Plan. This finding is based on evidence in the records of the Central Coast Water Board, as described in this Resolution, demonstrating that salinity input from residential use self-regenerating water softeners is a significant source of controllable salts within the County of San Benito and there are regional economic impacts if residential use of self-regenerating water softeners is not controlled. The Health and Safety Code sections 116785 and 116786 also address salt control.

The City hereby adopts all of the findings contained in the Central Coast Water Board's Resolution No. R3-2011-0215, which is incorporated hereto by its reference.

(O) [The removal of the estimated 480 existing residential brine discharging self-regenerating water softening or conditioning appliances is anticipated to take up to two (2) years if an effective incentive program is implemented. If the incentive program, also known as a "buy-back" program, is successful at removing all of the existing residential brine discharging water softening or conditioning appliances, and if additional salinity reduction efforts for nonresidential water softening or conditioning sources are successful, it will help the City to meet final effluent limitations established in AOC Docket Number CWA-309(a)-20-007. Therefore, it is the intent of this article to establish an incentive program to encourage the timely removal of existing residential brine discharging water softening or conditioning appliances.

(P) The City Council has considered the technological and economic feasibility of alternatives to this article, as well as the potential saline discharge reduction achievable as a consequence of adopting this article.

(Q) Residents within the City shall maintain the ability to soften or condition their water by using water softening or conditioning appliances that do not discharge brine to the POTW. Among these are portable exchange water softeners, which use a removable tank to hold the ion-exchange conditioning material. The ion-exchange tank is removed by a vendor and is "regenerated" with brine at a facility outside the City where brine discharges are allowed.

(R) The City has adopted its compliance projects for the EPA's AOC, they have been approved by the EPA, and the City is currently testing waste water from non-residential users to assure that they are in compliance with the current agreements in place to control the quality of waste water received, and is under contract with an engineering firm to design and establish the enforcement systems required by Municipal Code 5-9-

400 "Uniform Waste Water Regulation" implementing its provisions, and to begin enforcing regulatory requirements that limit the volumes and concentrations of saline discharges from nonresidential sources in the POTW to the extent technologically and economically feasible, including enforcement of local limits and related regulations provided in this chapter.

(S) The anticipated salinity balance, after the compliance projects are complete, will decrease from a total daily average of 1,836 to 789, and the self-regenerating water softeners contribution will decrease from 361 and 20% to 97 and 13% is shown in Table 24 of the PER, and summarized below:

**Table 24 Future WWTP Influent Salinity Balance (Average Daily Loads)**

<b>Salt Contributors to Total WWTP Influent</b>	<b>TDS</b>	<b>Chloride</b>	<b>Sodium</b>
<b>SALINITY CONCENTRATION, mg/L</b>			
Well No. 1 (Raw Water)	407	78	58
Diet and Personal Care Products	265	18	12
Self-Regenerating Water Softeners	97	58	39
Industrial Users	20	2	2
Inflow and Infiltration	0	40	0
<b>TOTAL WWTP INFLUENT, mg/L</b>	<b>789</b>	<b>196</b>	<b>111</b>

(T) This ordinance is categorically exempt from the California Environmental Quality Act, as a Class 8 exemption, as the implementation of an ordinance to prohibit the installation of new water softening/conditioning appliances is an action to ensure enhancement and protection of the environment, notably the groundwater and creek water.

#### **5-35-040 Prohibition on new water softening/conditioning appliances.**

No person shall install or in any manner assist in the installation of a residential brine discharging water softening or conditioning appliance that discharges into the POTW, or that discharges into a private sewer or community sewer system that is tributary to the POTW, or that discharges to land within the City.

A violation of this section is unlawful and punishable by a fine not to exceed one thousand dollars (\$1,000.00). A violation of this section is also declared to constitute a public nuisance, which nuisance may be abated by civil action brought by the City Attorney, or by the issuance of administrative citations pursuant to Chapter 2-7.

### **5-35-060 Removal of existing water softening/conditioning appliances.**

Every person who has an existing self-regenerating brine discharging water softening or conditioning appliance that is installed upon residential property or premises owned by him or her and that discharges into the POTW shall remove and dispose of the installed residential brine discharging water softening or conditioning appliance on or about the date that the West Hills Potable Water supply is connected, installed and fully functional. The City shall notify residents of that date and this requirement. Persons occupying or leasing the residential property or premises of another who has an existing brine discharging water softening or conditioning appliance installed thereon shall notify the property owner of the requirements of this chapter.

### **5-35-070 Enforcement.**

The City Manager shall administer, implement and enforce the provisions of this chapter. In addition to any other provision of this chapter, the City Manager may implement any other enforcement remedies included in this chapter, including disconnecting the unlawfully installed residential brine discharging water softening or conditioning appliance from the POTW, and billing the property owner for the costs to remove and dispose of the appliance. All remedies contained in this chapter shall be cumulative and the use of one (1) or more remedies by the City Manager shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof.

### **5-35-080 Medical Exemption.**

The City Manager shall have the authority to allow medical exemptions and may permit the installation or continued use of individual residential brine discharging water softening or conditioning appliances; provided, that all of the following conditions are met:

- (A) An application for medical exemption has been made on forms prescribed by the City Manager and the exemption shall not be effective until approved by the Director;
- (B) The medical need for soft water is verified in writing by the applicant's physician; and
- (C) The applicant's finances, in the opinion of the City Manager, preclude the use of an alternative water softening or conditioning appliance that does not discharge brine into the POTW.

The City Manager shall have the authority to rescind medical exemptions if the City is in violation of State waste discharge requirements for salinity levels, and in the opinion of the City Manager it is essential that the medical exemption be terminated, or upon the termination of any of the required criteria for such exemption. Such termination shall become effective after sixty (60) days' written notice from the City to the applicant.

**SECTION 2.** If any section, subdivision, sentence, clause, portion, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of

any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council hereby declares that it would have passed this chapter and each section, subdivision, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subdivisions, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

**SECTION 3.** The City Council hereby finds that enactment of this Ordinance is to protect the quality of the waters of the State and the environment, including, but not limited to, the groundwater in the vicinity of the City of San Juan Bautista, by limiting the amount of brine entering, and subsequently passing through, the Publicly Owned Treatment Works "POTW", establishing prohibiting the use or installation of new brine producing water softeners and a buy-back program for existing softener systems, that is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Section 15061(b)(3) [project is exempt when it can be determined with certainty that there is no potential for causing a significant effect on the environment] and Sections 15307 and 15308 [actions taken by a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment where regulatory process involves procedures for the protection of the environment.].

**SECTION 4. EFFECTIVE DATE.** This ordinance shall go into effect thirty days after the date of its signing.

**THE FOREGOING ORDINANCE** was introduced at a regular meeting of the City Council of the City of San Juan Bautista duly held on March 16, 2021, and was passed and adopted at a regular meeting duly held on \_\_\_\_\_, 2021 by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Mayor Leslie Q. Jordan

ATTEST:

---

City Clerk Shawna Freels



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL

**AGENDA TITLE:**           **ORDINANCE ELIMINATING SELF  
REGENERATING WATER SOFTENERS**

**MEETING DATE:**       March 16, 2021

**SUBMITTED BY:**       Don Reynolds, City Manager

---

**RECOMMENDED ACTION:**

It is recommended that the City Council consider the attached draft Ordinance to eliminate the use of self-regenerating water softeners in the City by December 2023, receive public input, and proceed with the first reading of the Ordinance.

**BACKGROUND:**

In 2000, faced with a Cease-and-Desist Order from the State Water Board, the City began looking at ways to remedy the violations. The initial focus was on fiscal solvency, and brining on-board three industrial waste water users. On August 3, 2003, Governor Davis signed AB334 allowing a local agency, by ordinance, to limit the availability, or prohibit the installation of residential water softening or conditioning appliances as long as the local agency makes the findings that these limitations are necessary for the Publicly Owned Treatment Works "POTW" to bring its waste water effluent into compliance with its Discharge Permit. To begin this process, local agencies can research what other agencies are doing. One such proposal estimated that if the study was begun in December 2003, the program could be implemented by July/October 2005, or in about two years. In 2004, the City paid for a consulting firm to conduct a study to determine the effects of residential water softeners on the City's water system. But a review of actions taken by the Council in 2004 and 2005, indicates that no action was taken.

In January 2007, Bracewell completed a "T&EFS", or technical and economic feasibility study for the Water Resources Association of San Benito County, to substantiate findings required by AB334 (Health and Safety Code 116785 and 116786 et al) to study the salinity in the waste water and if necessary, enact an Ordinance to control and prohibit the future use of water softeners in Hollister and a few unincorporated areas surrounding the City. At that time, self-regenerating water softeners contributed 46% of the controllable salt inputs. It concludes:



#### 1.14 Conclusions

This T&EFS has determined that only by implementing an ordinance prohibiting brine discharging water softeners can the salinity in the Hollister wastewater treatment plant be significantly reduced to meet its discharge requirements. Since such an ordinance can be substantiated by this T&EFS, a Draft Ordinance for prohibiting brine discharging water softeners is included in Appendix C for legal review. Such an ordinance cannot require removal of existing residential brine discharging water softeners by existing owners but can be applied to replacement water softeners and probably when residences are sold as well.

In 2011, the State Regional Water Quality Control Board adopted Resolution R3-2011-0215 a resolution acknowledging that an unfavorable or poor salt balance existed, the Water Quality Control Plan Chapter 5 regulates salt discharge and salinity management in the Basin Plan, and that these plans emphasize the control of brine disposal into the public sewer systems. This Resolution recognizes the San Benito Water District, City of Hollister and Sunnyslope County Water District for its work to complete the Hollister Urban Area Water and Waste Water Master Plan (adopted in 2008) where the West Hills Treatment Plant was considered the best response to the salinity issue and was built in part to address these concerns. It also references the San Juan Bautista salt reduction study from 2004, completed as a result of chronic salt violations of its waste water discharge requirements.

In 2006, the San Benito County Water District approved a MOU with the Santa Clara Valley Water District for a water softener rebate program. It targeted pre 1999 softeners and a \$150 cash incentive to upgrade to a low salt technology, \$250 to replace it, and \$300 to remove it all together. By 2010, 377 rebates had been issued. The WRASBC has seen approximately 1,167 water softeners demolished since the program was started in 2006. Although this program started 15-years ago, participation only picked-up after the completion of the West Hills WTP, a few years back and residents in the Hollister Urban Area started receiving better quality water. We have seen very little participation from San Juan customers. It is estimated that approximately 15 water softeners have been demolished in San Juan since 2006.

It was concluded by the State Water Board that it is appropriate for San Benito local agencies to enact an ordinance controlling the use of residential self-regenerating water softeners and added certain language to the City of San Juan Bautista's Permit R3-2009-0019 for that purpose. The City recent work on the Water Master Plan, Waste Water Master Plan and Preliminary Engineer's ("PER") report are all necessary steps to take before considering an Ordinance as proposed in this report.

Stantec, the firm that wrote the City's PER and has been awarded the contract to design the waste water compliance project, has provided the attached summary of the PER that focusses on salinity. The PER represents San Juan Bautista's "T&EFS." It clearly makes the findings that self-regenerating water softeners are a significant part of the City's salinity problem, but also identifies other sources to consider. Table 9 from the PER-

**Table 9 WWTP Influent Salinity Balance (Average Daily Loads)**

Salt Contributors to Total WWTP Influent	TDS	Chloride	Sodium
<b>SALINITY CONCENTRATION, mg/L</b>			
Well No. 1 (Raw Water)	628	77	60
Diet and Personal Care Products	265	18	12
Self-Regenerating Water Softeners	361	217	144
Industrial Users	582	247	145
Inflow and Infiltration	0	40	0
<b>TOTAL WWTP INFLUENT, mg/L</b>	<b>1836</b>	<b>600</b>	<b>362</b>

Following a Town Hall Meeting October 7, 2020, the City Council selected from several options its compliance projects from the PER. Three projects were combined that address the origin of the salinity from its reliance on hard, salty ground water, the use of self-regenerating water softeners, and the inability of the current POTW to remove salinity from the waste water collected. The point is, that all of these measures have to be taken together. On October 15, 2020, the City Council approved Resolution 2020-51, and agreed to two compliance projects from the analysis provided in the Preliminary Engineers Report ("PER"): "Alternative 3: Regionalization with Hollister WWTP and Off-Site Source Control (Hollister Water Treatment Plant operated by the City of Hollister, and West Hills Water Treatment Plant operated by the San Benito County Water District)." The "Third Alternative" focusses on "Source Control" and includes the removal of brine producing water softeners. These compliance projects were approved by the EPA October 30, 2021 and are the City's "marching orders" towards the December 2023 compliance deadline. Table 24 of the PER describes the intended outcome:

**Table 24 Future WWTP Influent Salinity Balance (Average Daily Loads)**

Salt Contributors to Total WWTP Influent	TDS	Chloride	Sodium
<b>SALINITY CONCENTRATION, mg/L</b>			
Well No. 1 (Raw Water)	407	78	58
Diet and Personal Care Products	265	18	12
Self-Regenerating Water Softeners	97	58	39
Industrial Users	20	2	2
Inflow and Infiltration	0	40	0
<b>TOTAL WWTP INFLUENT, mg/L</b>	<b>789</b>	<b>196</b>	<b>111</b>

In summary, the City is returning in 2021 to the 2004 question of: “what makes the water too salty for the City’s Permit Limits?” This answer is necessary to arrive at now, so the compliance projects can be implemented in the two-year time frame allowed by the EPA’s AOC.

## **DISCUSSION**

Based on factual findings, this Ordinance does two things; Section 5-35-040 no person shall install a residential brine discharging water softening or conditioning appliance- preventing new appliances of this nature from becoming more of a problem. And secondly, 5-35-050 requires any person having an appliance like this to remove it by March 2023- (in 2-years). It is estimated that of 800 subscribers, 60% have water softeners, or approximately 480 households will be impacted by this new law.

As suggested back when AB334 was made law and became Health and Safety Code 116785 and 116786, a publicity campaign for all of the compliance projects together will work best. As Hollister experienced in 2014, the removal of water softeners was not successful until the West Hills Treatment Plant begin delivering better water. The same would be true in San Juan Bautista, as already expressed by some residents.

It is recommended therefore, that the provisions in 5-35-040 prohibiting the installation of new brine producing water softener appliances go into effect immediately. But that Section 5-35-050 be amended allowing voluntary compliance for the removal of existing water softening appliances, from March 2021 and December 2023, when the import of drinking water from the West Hills Treatment Plant will be completed. After that date, the existing water softeners will have to be removed.

Between now and December 2023, the City will be very busy with outreach so that the community understands the magnitude of the transformation of the City’s water systems. The Hollister waste water agreement may very-well require this concertation, to protect their treatment plant from being overcharged with salinity from San Juan’s water. The City needs a strategy to make this happen as the policy is implemented. Also, staff is working with the staff that implements the current program at the Water Resources Association of the SBC, to see how their work can be expanded to include a more intense outreach effort in San Juan Bautista when the time is right. The first meeting of the agencies involved is scheduled for the week March 15, 2021.

## **FISCAL IMPACT**

“Compliance Project 3” approved by the EPA focuses on Source Control and the removal of the domestic brine producing water softeners is part of the cost estimate in the PER. It was estimated that the buy-back of approximately 500 appliances would cost the City and estimated \$193,000.

Attachments:

- 1) PER Salinity Summary
- 2) Draft Ordinance adding Section 5-35 to the City Code

## PRELIMINARY ENGINEER'S REPORT

### SUMMARY OF WATER AND WASTE WATER SALINITY FINDINGS

Source- PER, February 2021

Here is the summary of the PER's findings (that directly responds to the items you listed below), regarding the new water softener ordinance.

The San Juan Bautista Wastewater Treatment Plant (WWTP) operates under Order No. R3-2009-0019 NPDES permit No. CA0047902. Based on the current permit, the average monthly discharge limits for salinity (chloride, sodium, and total dissolved solids, TDS) are 200 mg/L, 250 mg/L, and 1400 mg/L, respectively. The City has been in violation of these three effluent limits for several years and currently remains in violation. The permit violations are noted in part 2.3.2 of the WWTP Improvements Project Preliminary Engineering Report (PER), dated February 2021.

The elevated chloride, sodium, and TDS levels observed in the City's wastewater are driven by agricultural processing (disinfection chemicals) and source water (groundwater) hardness and associated self-regenerating water softeners used for potable water treatment throughout the community. The discharges from agricultural processing facilities are in the process of being mitigated by establishing a new industrial pre-treatment program and limiting industrial users to only discharge municipal wastewater into the City's sewer collection system. In order to achieve compliance with the discharge limits, in addition to the non-residential source control measures, the City must also implement source water reduction measures.

The existing groundwater wells produce very hard water (greater than 300 mg/L as CaCO<sub>3</sub>) and, as a result, many of the City's residents have installed domestic self-regenerating water softeners to provide local treatment. Water softeners exchange calcium and magnesium (the main constituents contributing to hardness) for sodium or common salt (sodium chloride, NaCl). This process results in elevated chloride, sodium, and TDS concentrations that are discharged into the City's wastewater collection system and then pass through the WWTP untreated, causing effluent discharge permit violations. Table 9 of the PER estimates the salinity loading into the WWTP from multiple contribution sources, as summarized below.

**Table 9 WWTP Influent Salinity Balance (Average Daily Loads)**

Salt Contributors to Total WWTP Influent	TDS	Chloride	Sodium
<b>SALINITY CONCENTRATION, mg/L</b>			
Well No. 1 (Raw Water)	628	77	60
Diet and Personal Care Products	265	18	12
Self-Regenerating Water Softeners	361	217	144
Industrial Users	582	247	145
Inflow and Infiltration	0	40	0
<b>TOTAL WWTP INFLUENT, mg/L</b>	<b>1836</b>	<b>600</b>	<b>362</b>

The PER (and associated Potable Water Improvements Preliminary Engineering Report, dated November 2020) investigated alternatives and developed a recommended program for bringing the WWTP into compliance with regulatory requirements. The alternatives to this ordinance include source control measures (installing a community water softener at the potable water source, providing domestic cartridge water softeners for all connections, or importing water from West Hills WTP) or providing salinity removal technologies at the wastewater treatment system (installing a Reverse Osmosis treatment process). The life cycle costs and non-economic factors for the alternatives were analyzed and detailed in section 5.1 of the PER. The recommended alternative was for the City of San Juan Bautista to procure source water from West Hills WTP that is blended with the City's well water at 60-percent ratio, implementing a water softener buy-back program,, and restricting the use of self regenerating water softeners within the City.

The anticipated salinity balance, after the project is complete, is shown in Table 24 of the PER and summarized below.

**Table 24 Future WWTP Influent Salinity Balance (Average Daily Loads)**

Salt Contributors to Total WWTP Influent	TDS	Chloride	Sodium
<b>SALINITY CONCENTRATION, mg/L</b>			
Well No. 1 (Raw Water)	407	78	58
Diet and Personal Care Products	265	18	12
Self-Regenerating Water Softeners	97	58	39
Industrial Users	20	2	2
Inflow and Infiltration	0	40	0
<b>TOTAL WWTP INFLUENT, mg/L</b>	<b>789</b>	<b>196</b>	<b>111</b>

**Beth Cohen** PE

Senior Engineer, Water

Direct: 916-773-8100  
[beth.cohen@stantec.com](mailto:beth.cohen@stantec.com)

Stantec



## **WAIVER OF READING OF ORDINANCES**

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

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

GC36934

## RESOLUTION

### WATER AWARENESS MONTH – MAY 2021

WHEREAS, California's arid and semiarid climate, its ambitious and evolving economy, its continually growing population and climate change have combined to make shortages and conflicting demands the norm; and

WHEREAS, the health, welfare and quality of life for our community depends on a reliable, high quality water supply; and

WHEREAS, California has enacted legislation to promote sustainable groundwater management practices;

WHEREAS, water softeners contribute significant amounts of salt to wastewater and degrades our water supply, and results in wastewater quality that exceeds regulatory limits and hampers our recycled water efforts;

WHEREAS, the Water Resources of San Benito County urges everyone in the urban areas to demolish their water softeners to receive a \$300 rebate;

WHEREAS, the fact that California will experience periodic droughts; whereas efficient use of water is critical not only during drought periods, **but at all times;**

WHEREAS, the state, county, cities and concerned citizens make strong efforts to foster wise decisions concerning water issues and water use; and,

WHEREAS, during May 2021, the City of San Juan Bautista is inviting everyone to find out ways to save water both at work and at home;

**NOW, THEREFORE, the City of San Juan Bautista proclaims May 2021 as Water Awareness Month and urge all citizens, businesses, industries, institutions and public agencies to review their water use and water systems for water use efficiency and to contact the Water Resources Association of San Benito County for water saving ideas and assistance.**

---

Mayor Leslie Q. Jordan

# Proclamation

52<sup>ND</sup> ANNIVERSARY OF MUNICIPAL CLERKS WEEK

May 2 - 8, 2021

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, I, Leslie Q Jordan, Mayor of the City of San Juan Bautista, do recognize the week of May 2 through May 8, 2021 as Municipal Clerks Week, and further extend appreciation to our City Clerk Shawna Freels, and Deputy City Clerk Trish Paetz, and to all Municipal Clerks for the vital services they perform, and their exemplary dedication to the communities they represent.*

*Dated this 20th day of April, 2021*

*Attest:*

\_\_\_\_\_  
*Leslie Q Jordan, Mayor*

\_\_\_\_\_  
*Shawna Freels, City Clerk*



## Proclamation

### National Public Works Week 2021

**WHEREAS**, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of this community; and,

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local governments, and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in California to gain knowledge of and maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, this year marks the 60<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association.

**NOW, THEREFORE, I, Leslie Jordan**, Mayor of the City of San Juan Bautista, do hereby proclaim the week of May 16 – 22, 2020 as National Public Works Week; and I urge all our residents to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

---

Leslie Q. Jordan, Mayor



# SAN JUAN BAUTISTA CITY

## Annual Report FY19-20



The library had **1,520**  
open hours!



**891** people have a card  
at our library after  
purging stale records.



**4,373** people walked  
through our doors between  
July 1, 2019 and  
March 16, 2020



Due to a Covid-19 we  
changed how we served  
the public. Online services  
increased dramatically.



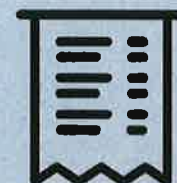
Print materials  
totaled **7,567**



The collection contained  
**9,481** cataloged items



We added Hoopla digital  
services with a \$1,000  
deposit and complimentary  
Flipster digital magazines.



Contributing to a total of  
**2,155** checkouts!



We continue to support  
Inter-Library Loans  
(I.L.L.)



Distributed 300 ziploc bag  
take home activities thru  
our Little Free Libraries



Our Lead Library Tech  
became the City's PIO  
during the pandemic



And brought in **21** items  
upon patron request



**112** total programs  
offered



**380** people  
attended in total!

# READ

801 SECOND ST./PO Box 1420  
SAN JUAN BAUTISTA, CA, 95045

<http://www.san-juan-bautista.ca.us/city/library.htm>

Online Card Catalog: [www.bautista.bywatersolutions.com](http://www.bautista.bywatersolutions.com)

For questions or comments, please email: [library@san-juan-bautista.ca.us](mailto:library@san-juan-bautista.ca.us)

Powered by Counting Opinions yearly CA State Library Survey

**Treasurer's Report**  
**For the Eight Month Period Ended February 28, 2021**  
**(67% of fiscal year)**

**General Fund ~**

General revenues are running at 58% for the year to date. Correspondingly, general fund expenditures are at 59% for the year to date. The net effect is a positive change in general fund balance of \$55k.

**Water Enterprise Fund ~**

The water enterprise fund revenues are running at 71% for the year to date, and expenses are at 62%. The net effect is a positive change in the water enterprise fund of \$323k.

**Sewer Enterprise Fund ~**

The sewer enterprise fund revenues are running at 63% for the year to date, and expenses are at 73%. With the higher than anticipated expenses, the sewer enterprise fund is still showing a positive net change in fund balance of \$187k.

**City of San Juan Bautista**  
**Warrant Listing**  
**As of March 31, 2021**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
<b>101.000 - Union Bank</b>			
<b>101.001 - Operating Acct. 1948</b>			
03/02/2021	214473	CALNET	-215.64
03/02/2021	214474	Akel Engineering Group, Inc.	-4,645.50
03/02/2021	214475	Baker Supplies and Repairs	-533.53
03/02/2021	214476	CALNET	-47.08
03/02/2021	214477	Charter Communications	-507.31
03/02/2021	214478	Chris Lauber	-39.76
03/02/2021	214479	Data Ticket Inc.	-200.00
03/02/2021	214480	Filomeno Garza.	-134.60
03/02/2021	214481	Harris & Associates	-5,735.00
03/02/2021	214482	Home Depot Credit Services	-194.17
03/02/2021	214483	Jackie Pak.	-79.67
03/02/2021	214484	Level 1 Private Security.	-3,919.50
03/02/2021	214485	Monterey Bay Analytical Services	-3,667.00
03/02/2021	214486	P G & E	-737.38
03/02/2021	214487	Smith & Enright Landscaping	-5,326.95
03/02/2021	214488	Staples	-163.24
03/02/2021	214489	State Compensation Insurance Fund	-1,972.67
03/02/2021	214490	United Site Services of California, Inc.	-356.15
03/02/2021	214491	Univar Solutions	-532.06
03/02/2021	214492	Wellington Law Offices	-3,332.00
03/02/2021	214493	Wendy L. Cumming, CPA	-5,618.75
03/08/2021	214494	Central Electric	-32,817.50
03/09/2021	214495	ACWA Health Benefits Authority	-7,704.30
03/09/2021	214496	att.com	-70.75
03/09/2021	214497	Clark Pest Control	-95.00
03/09/2021	214498	Clear Gov Inc.	-11,000.00
03/09/2021	214499	Downey Brand	-6,271.50
03/09/2021	214500	Employment Development Department	-1,125.00
03/09/2021	214501	Jardines, Inc.	-300.00
03/09/2021	214502	Mc Kinnon Lumber Co., Inc.	-97.12
03/09/2021	214503	Monterey Bay Analytical Services	-673.00
03/09/2021	214504	Monterey County Health Department	-27.00
03/09/2021	214505	Quadient Leasing USA, Inc.	-573.37
03/09/2021	214506	Sentry Alarm System	-342.00
03/09/2021	214507	Sprint	-162.23
03/09/2021	214508	Stradling Yocca Carlson & Rauth	-3,600.00
03/09/2021	214509	True Value Hardware	-228.53
03/09/2021	214510	U.S. Postmaster	-388.00
03/09/2021	214511	US Bank	-2,398.75
03/09/2021	214512	Wright Bros. Industrial Supply	-31.47
03/16/2021	214513	3T Equipment Company Inc.	-93.69
03/16/2021	214514	4Leaf, Inc.	-8,999.00
03/16/2021	214515	Akel Engineering Group, Inc.	-13,687.50

**City of San Juan Bautista**  
**Warrant Listing**  
**As of March 31, 2021**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/16/2021	214516	All Clear Water Services	-4,185.00
03/16/2021	214517	AVAYA	-250.66
03/16/2021	214519	FedEx	-37.91
03/16/2021	214520	Harris & Associates	-6,556.25
03/16/2021	214521	J&S Barrels	-1,760.00
03/16/2021	214522	J.V. Orta's Rent A Fence	-225.00
03/16/2021	214523	Level 1 Private Security.	-4,522.50
03/16/2021	214524	Major Safety Service, Inc.	-2,695.00
03/16/2021	214525	P G & E	-10,233.06
03/16/2021	214526	Rx-Tek	-564.00
03/16/2021	214527	San Benito County Water District	-4,820.09
03/23/2021	214528	3T Equipment Company Inc.	-191.51
03/23/2021	214529	4Leaf, Inc.	-1,648.34
03/23/2021	214530	A Tool Shed, Inc.	-1,066.24
03/23/2021	214531	AFLAC	-290.69
03/23/2021	214532	at&t	-80.86
03/23/2021	214533	Baker Supplies and Repairs	-152.95
03/23/2021	214534	Brigantino Irrigation, Inc.	-6,790.70
03/23/2021	214535	Dilia Blanco -	-197.32
03/23/2021	214536	First Alarm	-440.37
03/23/2021	214537	Huguenin Kahn Client Trust	-45,000.00
03/23/2021	214538	KBA Docusys	-369.91
03/23/2021	214539	Monterey Bay Analytical Services	-4,794.00
03/23/2021	214540	R & B Company	-33.53
03/23/2021	214541	Ready Refresh	-50.83
03/23/2021	214542	Sentry Alarm System	-552.00
03/23/2021	214543	US Bank Equipment Finance	-249.61
03/23/2021	214544	Valero Wex Bank	-760.56
03/23/2021	214545	Wellington Law Offices	-4,932.00
03/23/2021	214546	Michelle Sabathia.	-100.00
03/30/2021	214547	Cypress Water Services	-10,075.00
03/30/2021	214548	Joni L. Janecki & Associates, Inc.	-3,061.25
03/30/2021	214549	Monterey Bay Analytical Services	-1,618.90
03/30/2021	214550	P G & E	-125.64
03/30/2021	214551	rrm design group	-2,228.75
03/30/2021	214552	Vicente or Elsa Gomez.	-500.00
Total 101.001 · Operating Acct. 1948			-249,804.10
Total 101.000 · Union Bank			-249,804.10
<b>TOTAL</b>			<b>-249,804.10</b>

**City of San Juan Bautista**  
**Revenues ~ Budget Vs. Actual**  
**For the Eight Month Period Ended February 28, 2021**

City Council Meeting  
April 20, 2021

<b>REVENUES</b>	<b>FY20</b>	<b>FY21</b>	<b>Annual</b>		<b>YTD</b>	
<b>Fund</b>	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>Difference</b>	<b>67%</b>	<b>Notes</b>
<b>General Fund</b>	983,402	1,048,360	1,810,092	(761,732)	58%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	116,500	1,363,429	2,574,628	(1,211,199)	53%	C
Community Development	295,399	136,350	467,903	(331,553)	29%	B
COPS	90,783	97,123	100,000	(2,877)	97%	
Parking & Restroom Fd	15,636	9,169	14,812	(5,643)	62%	
Gas Tax Fund	64,453	63,751	249,897	(186,146)	26%	A
Valle Vista LLD	14,478	14,478	21,717	(7,239)	67%	
Rancho Vista CFD	61,829	38,438	57,657	(19,219)	67%	
Copperleaf CFD	22,927	14,185	21,279	(7,094)	67%	
<b>Development Impact Fee Funds:</b>						
Park Development	-	21,468	-	21,468		
Public/Civic Facility	82,002	3,534	-	3,534		
Library	110,313	4,754	-	4,754		
Storm Drain	2,602	40,139	-	40,139		
Park In-Lieu	1,309	7,745	-	7,745		
Public Safety	85,320	3,677	-	3,677		
Traffic	6,316	50,316	-	50,316		
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	25,333	25,333	38,000	(12,667)	67%	
Vehicle Replacement	40,000	40,000	60,000	(20,000)	67%	
<b>Enterprise Funds:</b>						
Water						
Operations	607,508	796,935	1,124,400	(327,465)	71%	
Capital	3,646	216,495	615,565	(399,070)	35%	C
Sewer						
Operations	621,562	732,961	1,161,800	(428,839)	63%	
Capital	33,773	18,731	341,694	(322,963)	5%	C
<b>TOTAL Funds</b>	<b>2,301,689</b>	<b>3,699,012</b>	<b>8,659,444</b>	<b>4,960,432</b>	<b>43%</b>	

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  
 April 20, 2021

**For the Eight Month Period Ended February 28, 2021**

<b>EXPENDITURES</b>	<b>FY20</b>	<b>FY21</b>	<b>Annual</b>		<b>YTD</b>	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>67%</u>	<u>Note</u>
<b>General Fund</b>	900,883	992,925	1,676,216	(683,291)	59%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	157,457	1,363,429	2,921,628	(1,558,199)	47%	
Community Development	457,218	317,079	629,279	(312,200)	50%	
COPS	66,667	66,667	100,000	(33,333)	67%	
Parking & Restroom Fd	5,135	707	71,200	(70,493)	1%	A
Gas Tax Fund	9,534	209,308	264,447	(55,139)	79%	A
Valle Vista LLD	13,932	11,742	21,717	(9,975)	54%	
Rancho Vista CFD	1,473	22,282	27,375	(5,093)	81%	
Copperleaf CFD	1,473	5,372	14,186	(8,814)	38%	
<b>Development Impact Fee Funds</b>						
Public/Civic Facility	1,578	1,803	166,840	(165,037)	1%	A
Library	2,589	2,959	25,000	(22,041)	12%	A
Storm Drain	2,003	90,355	95,566	(5,211)	95%	A
Park In-Lieu	174	199	33,565	(33,366)	1%	A
Public Safety	500	571	135,319	(134,748)	0%	A
Traffic	252	128,602	133,314	(4,712)	96%	A
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	-	-	45,000	(45,000)	0%	A
Vehicle Replacement	8,606	3,750	11,890	(8,140)	32%	A
<b>Enterprise Funds:</b>						
Water:						
Operations	381,074	474,309	765,359	291,050	62%	
Capital	287,681	91,357	615,565	524,208	15%	A
Sewer						
Operations	460,686	545,703	751,916	206,213	73%	
Capital	38,695	153,280	1,463,104	1,309,824	10%	A
<b>TOTAL Funds</b>	<b>1,946,241</b>	<b>3,489,474</b>	<b>9,968,486</b>	<b>6,479,012</b>	<b>35%</b>	

**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 CITY COUNCIL STAFF REPORT

**AGENDA TITLE:**           **Adopt a Resolution Declaring the Condition of Certain Properties to Constitute a Public Nuisance and Ordering the Abatement of Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the Proposed Abatement**

**MEETING DATE:**       April 20, 2021

**DEPARTMENT HEAD:** Bob Martin Del Campo, Fire Chief

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**BRIEF DESCRIPTION:** This Resolution starts the legal process for the 2021 Weed Abatement Program declaring the condition of certain properties to constitute a public nuisance due to the existence of weeds and noticing a hearing for the receipt of objections by property owners to the proposed abatement by the City.

**RECOMMENDED ACTION:** Staff recommends City Council adopt a Resolution declaring the condition of certain properties to constitute a public nuisance, ordering the abatement of weeds thereon, and noticing a public hearing for the receipt of objections to the proposed abatement.

**DEPARTMENT SUMMARY:** All year the City has a weed abatement program to reduce the fire hazard and other noxious and dangerous aspects of weeds growing on public and private property. This Resolution declares certain properties to constitute a public nuisance, orders their abatement by May 14, 2021, and sets a public hearing for May 18, 2021 and orders notice of the hearing to be sent to affected property owners. Unless the owners prior to the City's deadline abate the weeds, the City will cause the work to be performed and charge the costs as liens filed against the property on which abatement is performed.

**FINANCIAL IMPACT:** Estimated costs \$10,000 (to be recovered from property owners).

**CEQA:** N/A



## **RESOLUTION NO. 2021-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DECLARING THE CONDITION OF CERTAIN PROPERTIES TO CONSTITUTE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT OF WEEDS THEREON, AND NOTICING A HEARING FOR THE RECEIPT OF OBJECTIONS TO THE PROPOSED ABATEMENT**

**WHEREAS**, Government Code Sections 39560 et seq. authorizes the City Council to declare properties in the City to be public nuisances and to abate said public nuisances by causing the removal of all noxious or dangerous weeds growing upon or in front of said properties; and

**WHEREAS**, the City of San Juan Bautista is authorized by state and local law to charge the costs of abatement to the property owner as a lien against the subjected property.

#### **NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Any properties within City limits found to be in neglect are hereby declared to be public nuisances by virtue of the existence of noxious and dangerous weeds and rubbish thereon, which constitute a fire hazard, and will continue to constitute, ongoing, seasonal and recurrent public nuisances.
2. All rubbish, refuse and dirt of a flammable nature on or adjacent to said properties, and all weeds, as the same are defined in Government Code Section 39561.5, on or adjacent to said properties, unless abated by the owners thereof on or by May 14, 2021, shall be removed and abated by the City in the manner provided for by Government Code Sections 39560, et seq., and the costs thereof shall be assessed as a lien against the property and made a personal obligation of the property owner.
3. The City Council shall hear any objections to the proposed abatement of said public nuisances at the Public Hearing on Monday, May 18, 2021 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers of the City of San Juan Bautista, City Hall, 311 Second Street, San Juan Bautista, California.
4. The City Clerk of the City of San Juan Bautista is hereby directed to cause the notice of the adoption of this Resolution and notice of the time and place when objections to the proposed abatement of said public nuisances will be heard, to be given in the manner and form provided for in Section 39567.0 of the Government Code of the State of California.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a Regular Meeting held this 20<sup>th</sup> day of April, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Leslie Q. Jordan, Mayor

ATTEST:

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Shawna Freels, City Clerk



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** MASTER PROGRAM FUNDING AGREEMENT WITH THE  
SAN BENITO COUNCIL OF GOVERNMENTS (“COG”)

**DATE:** April 20, 2021

**DEPARTMENT HEAD:** Don Reynolds, City Manager

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### **RECOMMENDATION**

It is recommended that the City adopt the attached Resolution and approve the Master Program Funding agreement with the San Benito Council of Governments (“COG”).

### **BACKGROUND**

For the past four years, the Council of San Benito County Governments (COG), San Benito County’s Regional Transportation Planning Agency, has been involved in a community conversation regarding our regional transportation needs. With a lot of community feedback received – from public meetings, stakeholder conversations, online, paper, and bilingual phone surveys, and more COG adopted two guiding documents to support regional transportation needs for years to come. Both the Regional Transportation Plan and the Roads and Transportation Safety Investment Plan, can be viewed on COG’s website at [SanBenitoCOG.org](http://SanBenitoCOG.org). Both plans are equally important in guiding the steps we must take to improve our transportation system, while the Investment Plan is especially critical in helping close the infrastructure funding gap.

COG placed Measure G (“MG”) on the ballot and it was approved by the San Benito San Benito County voters on November 6, 2018, to fill the infrastructure funding gap by establishing a one cent local transactions and use tax to be collected for 30 years to improve our local streets and roads, improve connectivity, and reduce congestion. It is codified as [COG Ordinance 2018-01](#) and the [Transportation Safety and Investment Plan](#). Below is the 2018 Expenditure Plan, and the City annual share of funds (3% to 5%) comes from Tier II funding. This is \$216 million over 30-years and \$10.5 million for San Juan Bautista. The City’s 3% to 5% of the Tier Two is being used to pay for \$260,000 (17%) of the Third Street improvements. In February 2021, at the Mid-Year Budget, the seven projects below were added to the CIP from the Pavement Management Plan.

<u>Street Name</u>	<u>Beg Loc</u>	<u>End Loc</u>	<u>Treatment</u>	<u>Cost</u>
Franklin St	6 <sup>th</sup> St	4 <sup>th</sup> St	Overlay	\$39,000
North St	3 <sup>rd</sup> St	1 <sup>st</sup> St	Overlay	\$42,500
Second St	Monterey St	San Jose St	Overlay	\$58,500
Via Padre	1 <sup>st</sup> ST	Cul-De-Sac North	Overlay	\$22,000
The Alameda	Hwy 156	Lang St	Slurry Seal	\$ 2,500
Monterey St	Church St	4 <sup>th</sup> St	Slurry Seal	\$11,600
The Alameda	Pearce St	Hwy 156	Cr. Sealing	\$ 250
<b>Total:</b>				<b>\$176,350</b>

Measure G will be used to help pay a portion of these expenses as well. The attached staff report from October 13, 2020 provides additional background for the City Council in regards to this program.

### **DISCUSSION**

On October 13, 2020, the City adopted Resolution 2020-50 and approved a Master Programs Funding Agreement between COG and the City to define the use and allocation of MG from COG to the City. In that Agreement, payments to the City were to be made by reimbursements for actual expenses incurred. Before this Agreement could be signed, it was revised. So this agreement was never executed. It has since been amended to make the system easier to administer, with quarterly disbursements instead of payments made on a reimbursement basis. This report seeks City Council approval of the new and better Master Programs Funding Agreement. City will receive disbursements dating back to July 1, 2020.

### **FISCAL IMPACT**

None.

### **ATTACHMENTS:**

- Resolution and Agreement
- October 13, 2020 Staff Report for background

**RESOLUTION 2020-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROGRAM  
FUNDING AGREEMENT WITH THE SAN BENITO COUNCIL OF GOVERNMENTS  
(COG)**

**WHEREAS**, on November 7, 2018, the voters of San Benito County approved the one-cent sales tax for street repairs known as “Measure G;” and

**WHEREAS**, Measure G is approved for a 30-year period, and guided by a citizen’s oversight committee that assures expenditures meet the San Benito County’s 30-year transportation Expenditure Plan, as it may be amended from time to time; and

**WHEREAS**, the City is represented on this oversight committee, and its projects are part of the 30-Year Funding Plan; and

**WHEREAS**, On June 18, 2018, a draft Funding Agreement was approved by the COG to govern the distribution of the Tier II local street and rehabilitation funds from Measure G, to the County and cities of Hollister and San Juan Bautista, of which the City receives between 3% and 5%, requiring each jurisdiction to enter into a separate agreement with COG after the funds begin to be realized; and

**WHEREAS**, on October 13, 2020, the City Council approved Resolution 2020-50 and approved the Master Program Funding Agreement that made funding from MG available to the City beginning July 1, 2020 but was amended before it was executed; and

**WHEREAS**, the attached new and better Master Program Funding Agreement submitted by means of this Resolution is of similar scope and intent to that Agreement approved by the City and COG in October 2020, but has been amended to make the MG distribution system easier to manage (among other things).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA HEREBY RESOLVES AS FOLLOWS:**

1. The City Council agrees with and approves of the intentions and facts described in the above recitals.
2. The City Council approves this Resolution and authorizes the City Manager to execute the “Master Programs Funding Agreement” as presented in the attachment to the Resolution.

3.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista on this 20<sup>th</sup> day of April 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Leslie Q. Jordon, Mayor

**ATTEST:**

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Shawna Freels, City Clerk



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## Memorandum

To: Don Reynolds, City Manager  
City of San Juan Bautista  
From: Mary Gilbert, Executive Director  
Cc: Norma Rivera, Administrative Services Specialist

### RE: Measure G Local Agency Funding Agreement

Attached please find a Local Agency Funding Agreement between COG and the City of Hollister.

COG provided a version of this agreement as approved by the Technical Advisory Committee and COG Board in June 2020. We have subsequently updated the agreement to capture all responsibilities of COG and the local agency. The updated version includes a provision for COG to make payments to each jurisdiction every three months beginning January 1, 2021.

We ask that you process this agreement and send to my attention. Once signed, we will remit payment for funds available through March 31, 2021.

Please contact me with any questions. Thank you for your commitment to improving transportation in San Benito County!

**MASTER PROGRAMS FUNDING AGREEMENT  
BETWEEN THE  
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS (COG)  
AND  
CITY OF SAN JUAN BAUTISTA**

This Master Programs Funding Agreement ("AGREEMENT"), effective the 1<sup>st</sup> of July 2020, is entered into by and between the Council of San Benito County Governments ("COG") and the City of San Juan Bautista ("RECIPIENT").

**I. RECITALS**

- A. On November 7, 2018, the voters of San Benito County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved the authorization of Measure G, thereby authorizing COG to administer the proceeds from a one cent transaction and use tax ("Measure G").
- B. The duration of the Measure G sales tax will be 30 years from the initial year of collection, which began April 1, 2019, with said tax to terminate/expire on March 31, 2049. The tax proceeds will be used to pay for the programs and projects outlined in San Benito County's 30-Year Transportation Expenditure Plan (the "Measure G Expenditure Plan"), as it may be amended.
- C. The Measure G Expenditure Plan authorizes the issuance of bonds to expedite delivery of transportation projects and programs. Costs associated with bonding will be borne only by the capital projects included in the Measure G Expenditure Plan and by any programs included in the Measure G Expenditure Plan that utilize the bond proceeds.
- D. This AGREEMENT delineates the requirements of the Measure G funds that are directly allocated to local jurisdictions, as authorized by the Measure G Transportation Safety and Investment Plan. Discretionary funds identified in these expenditure plans are not the subject of this AGREEMENT, and RECIPIENT will be required to enter into a separate agreement for those funds.
- E. This AGREEMENT was originally approved by the governing body of the COG on June 18, 2020.



- F. This AGREEMENT authorizes the COG to allocate the Tier II local street and road rehabilitation funds derived from Measure G, as described in the voter-approved expenditure plan, and summarized in Table A, below:

Table A: Measure G Tier II Project Allocation Formula	
San Benito County	47.5%
City of San Juan Bautista	47.5%
City of San Juan Bautista	5%

- G. All distributions pursuant to this AGREEMENT shall be effective as of July 1, 2020.

## II. COG'S DUTIES AND OBLIGATIONS

- A. Within 21 working days of actual receipt of Measure G sales tax revenues from the California Department of Tax and Fee Administration ("DTFA"), COG shall notify RECIPIENT of its designated amount of available funds by the formulas described in Table A. COG shall remit the designated amount to RECIPIENT every three months beginning January 1 of each calendar year.
- B. COG shall annually update the Measure G revenue projections and the resulting fund allocation amounts. COG shall use the updated Measure G program allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30.
- C. COG shall report monthly to the public the amount of Measure G revenues distributed to RECIPIENT by each fund type quarterly and for the fiscal year.
- D. COG shall provide for an independent annual audit of its financial statements including revenues and expenditures and also of its calculation of the allocation formula for distributing Measure G revenues to various recipients and render an annual report to the COG Board of Directors within 180 days following the close of the fiscal year.
- E. COG shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures comply with this AGREEMENT and the Measure G Expenditure Plan.

### III. RECIPIENT'S DUTIES AND OBLIGATIONS

- A. RECIPIENT shall expend all Measure G funds received in compliance with the applicable guidelines and Transportation Safety and Investment Plan, including Implementation Guidelines and performance measures, as they may be adopted or amended by COG from time to time.
- B. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure G funds received. RECIPIENT must account for Measure G funds, including any interest received or accrued, separately from any other funds received from the COG. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. COG and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.
- C. RECIPIENT shall expend Measure G funds in compliance with the Timely Use of Funds Policies as they may be adopted or amended by COG from time to time. COG will provide updated policies to RECIPIENT within 30 days of adoption.
- D. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure G revenues as reflected in the ballot measure, the Measure G Expenditure Plan.
- E. Transportation Purposes Only: RECIPIENT shall use all Measure G funds solely for transportation purposes as defined by the authorizing ballot measure. Any RECIPIENT that violates this provision must fully reimburse all misspent funds, including all interest which would have been earned thereon based on the rates of the RECIPIENT investment pool.
- F. Non-Substitution of Funds: RECIPIENT shall use Measure G funds to supplement and not replace existing taxes or fees used for transportation purposes.
- G. Fund Exchange: Any fund exchanges made using Measure G funds must be made for transportation purposes. COG will consider exchange proposals on a case-by-case basis.

- H. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with Measure G programs, including direct staff costs and consultant costs, are eligible uses of Measure G funds. COG does not allow indirect costs.

#### IV. REPORTING REQUIREMENTS

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, COG may withhold payment of further Measure G funds to RECIPIENT until full compliance is achieved.

- A. RECIPIENT shall submit to COG, at RECIPIENT's expense, its independently audited financial statements for the prior fiscal year ended June 30 of Measure G funds received and used. The financial statements shall include Measure G with Measure G being a separate fund from other RECIPIENT funds.
- B. RECIPIENT shall, by December 31st of each year, submit to COG, at the RECIPIENT's expense, annual program compliance reports (covering the prior fiscal year) regarding programs and projects on which RECIPIENT expended Measure G funds.
- C. RECIPIENT shall document expenditure activities and report on the performance of Measure G - funded activities through the annual program compliance reporting process, or through other COG performance and reporting processes as they may be requested, including but not limited to the annual performance report, annual program plan, and monitoring reports. Exhibit A to this AGREEMENT documents the required performance metrics to be included in the annual report.
- D. RECIPIENT shall install or mount signage adjacent to Measure G funded construction projects (e.g., RECIPIENT and COG logos; "Your Transportation Tax Dollars Help Fund This Project!") where practical, so San Benito County taxpayers are informed as to how RECIPIENT is using Measure G funds.
- E. RECIPIENT shall provide current and accurate information on recipient's website, to inform the public about how recipient is using Measure G funds.
- F. RECIPIENT shall, at least annually, provide COG with a written report suitable for release to the media highlighting a project or program funded by Measure G funds.

- G. RECIPIENT shall actively participate in public outreach activities, in partnership with COG and/or its community advisory committees, as a means of ensuring that the public has access to the ability to know which projects and programs are funded through Measure G funds.
- H. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to Recipient's receipt, usage, and/or compliance audit findings regarding Measure G funds before the COG Board and/or the Measure G Transportation Safety and Investment Plan Citizens Oversight Committee or community advisory committees, as applicable.
- I. RECIPIENT agrees that COG may review and/or evaluate all project(s) or program(s) funded pursuant to this Agreement. This may include visits by representatives, agents or nominees of COG to observe RECIPIENT'S project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT'S staff or governing board.

#### **V. OTHER PROVISIONS**

##### **H. INDEMNITY BY RECIPIENT**

Neither COG, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure G funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless COG, its governing body, and all its officers, agents, and employees, from any liability imposed on COG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure G funds distributed to RECIPIENT pursuant to this AGREEMENT.

##### **A. INDEMNITY BY COG**

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COG under

or in connection with any work, authority or jurisdiction delegated to COG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, COG shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COG under or in connection with any work, authority or jurisdiction delegated to COG under this AGREEMENT.

**B. JURISDICTION AND VENUE**

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in San Benito County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

**C. ATTORNEYS' FEES**

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

**D. TERM**

The term of this AGREEMENT shall be from July 1, 2020 to June 30, 2030 unless amended in writing or a new Master Programs Funding AGREEMENT is executed between COG and RECIPIENT. Either party may terminate this agreement for any reason with 90 days advance written notice.

**E. SEVERABILITY**

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

F. MODIFICATION

This AGREEMENT, and the performance measures set forth in Exhibit A, constitutes the entire AGREEMENT between the parties, and supersedes all prior written or oral understandings regarding Measure G. This AGREEMENT may only be changed by a written amendment executed by both parties. Notwithstanding the foregoing, the performance measures, as set forth in Exhibit A, related to Measure G Funds, may be changed from time to time by COG.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

<b>CITY OF SAN JUAN BAUTISTA</b>		<b>COUNCIL OF SAN BENITO COUNTY GOVERNMENTS</b>	
By:		By:	
	Leslie Jordan <div style="text-align: right;">Date</div> Mayor		Mary Gilbert <div style="text-align: right;">Date</div> Executive Director
Approved as to Legal Form:		Approved as to Legal Form:	
By:	CITY OF SAN JUAN BAUTISTA LEGAL COUNSEL OFFICE	By:	SAN BENITO COUNTY COUNSEL'S OFFICE
	<div style="text-align: right;">Date</div> Legal Counsel		<div style="text-align: right;">Date</div> Shirley L. Murphy Deputy County Counsel

## **EXHIBIT A**

### **PERFORMANCE MEASURE SUMMARY**

RECIPIENT shall document the performance and benefits of the projects and programs funded with Measure G funds. The performance measures described in Table EA-1 are a selection of performance standards that must be documented at minimum by RECIPIENT, as applicable.

Additional performance measures may be requested by COG.

Performance reporting will be done through COG's reporting processes including annual program compliance reports, annual performance report, and various planning activities, as they are requested and applicable and as set forth in COG's annual Overall Work Program. Performance will be evaluated periodically through the evaluation reports to determine the effectiveness of investments and to inform future investment decisions.



**TABLE EA-1 LOCAL STREETS AND ROADS PERFORMANCE MEASURES**

PERFORMANCE MEASURE	PERFORMANCE METRIC AND STANDARD	EVALUATION HORIZON & METHOD	CORRECTIVE ACTION	POTENTIAL IMPROVEMENTS TO CORRECT DEFICIENCY
<b>Pavement State of Repair</b>	Implement projects that have an average Pavement Condition Index (PCI) of 60 (Fair Condition) or above Track PCI of RECIPIENT roadways using a locally-approved Pavement Management program.	Annually via Performance Report.	Any RECIPIENT falling under 60 PCI must provide an explanation and/or identify corrective action will need to increase PCI to target levels	Develop corrective actions.
<b>Regional Traffic Impact Mitigation Fee Program</b>	Assess fees as established in the adopted Traffic Impact Mitigation Fee Program.	Annually via Performance Report.	Any agency that fails to collect fees consistent with the adopted Regional Traffic Impact Mitigation Fee Program must provide an explanation and/or identify corrective action to provide its fair share of funding for the projects identified in the TIMF.	Develop corrective actions.



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:**                    **MASTER PROGRAM FUNDING AGREEMENT WITH THE  
SAN BENITO COUNCIL OF GOVERNMENTS (COG)**

**DATE:**                                October 13, 2020

**DEPARTMENT HEAD:**    Don Reynolds, City Manager

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### **RECOMMENDATION**















It is recommended that the City adopt the attached Resolution and approve the Master Program Funding agreement with the San Benito Council of Governments (“COG”).

### **BACKGROUND**

For the past three years, the Council of San Benito County Governments (COG), San Benito County’s Regional Transportation Planning Agency, has been involved in a community conversation regarding our regional transportation needs. With a lot of community feedback received – from public meetings, stakeholder conversations, online, paper, and bilingual phone surveys, and more COG adopted two guiding documents to support regional transportation needs for years to come. Both the Regional Transportation Plan and the Roads and Transportation Safety Investment Plan, can be viewed on COG’s website at [SanBenitoCOG.org](http://SanBenitoCOG.org). Both plans are equally important in guiding the steps we must take to improve our transportation system, while the Investment Plan is especially critical in helping close the infrastructure funding gap.

COG placed Measure G (“MG”) on the ballot and it was approved by the San Benito San Benito County voters on November 6, 2018, to fill the infrastructure funding gap by establishing a one cent local transactions and use tax to be collected for 30 years to improve our local streets and roads, improve connectivity, and reduce congestion. It is codified as [COG Ordinance 2018-01](#) and the [Transportation Safety and Investment Plan](#). Below is the 2018 Expenditure Plan, and the City annual share of funds (3% to 5%) comes from Tier II funding. This is \$216 million over 30-years and 10.5 million for San Juan Bautista.

# Expenditure Summary

	Priority 	How to Address the Need 	Improve Safety 	Reduce Traffic Congestion & Improve Traffic Flow 	Estimated Project Investment 
 <b>Widen Highway 25 to reduce traffic congestion</b>	Tier I	Provide funding for environmental, design and construction of the Route 25 4-Lane Expressway Project. Local funds will be used to match with State and Federal funds as well as Traffic Impact Mitigation Fees.			\$242M*
 <b>Maintain local roads, repair potholes, and improve traffic flow</b>	Tier II	Funding will be provided to each local jurisdiction (City of Hollister, City of San Juan Bautista, and San Benito County) based on a population-based formula. 47.5 percent to San Benito County, 47.5 percent to the City of Hollister, and 5 percent to the City of San Juan Bautista. Funds will be distributed annually by COG and local jurisdictions will implement cost-effective improvements based on their Pavement Management Plans, General Plan Circulation Elements, and the Regional Transportation Plan. Local funds will be used to match with state gas tax funds already provided to the local jurisdictions.			\$216M
 <b>Other categories</b>	Tier III	<ul style="list-style-type: none"> <li>• Pedestrian and Bicycle Safety</li> <li>• Mobility, bus and paratransit services for seniors, people with disabilities, and youth</li> <li>• Other Projects</li> <li>• Administration (capped at 1%)</li> <li>• Future planning &amp; Contingency</li> </ul>			\$27M

\* Highway 25 improvements funding to be based on maximum use of matching State and Federal Funds and Traffic Impact Mitigation Fees to reduce the burden of local funds and maximize our investment, with remaining funds to Tier II and Tier III.

**Total Approximate Investment \$485M**

By the fall of 2019, local road repair funds were granted to each jurisdiction per the Roads and Transportation Safety Investment Plan, so they can begin implementing the projects outlined in the detailed Plan. Specific projects include:



### City of San Juan Bautista

**Local neighborhood street and road maintenance by priority from San Benito County pavement index study and capital improvement projects, re-evaluated on an annual bases, including but not limited to:**

- Complete Third Street
- Replace and widen San Juan-Hollister Road and add bike lanes
- Replace South Fifth Street
- Replace Mission Street
- Replace East Church Street
- Restore and restripe for diagonal parking on Muckulemi Street
- Speed control on Fourth Street
- Crosswalk and safe pedestrian travel traversing east side of Hwy 156 traffic light
- Bike lanes through the city
- Downtown crosswalk restoration and beautification
- Local street and roadway maintenance and life span protection (pothole repair, road conditioning, chip sealing, crack mitigation, asphalt shoulders) 2019-2040

The City's 3% to 5% of the Tier Two is being used to \$150,000 (10%) of the Third Street improvements.

As the MG program is implemented, COG is dedicated to keeping the community updated regarding the transportation planning and progress, including MG updates. These can be found on the COG website: <http://sanbenitocog.org/MeasureG/> COG is committed to the following principals:

1. Work with the State and Federal governments to ensure maximum investments in our region.
2. Coordinate with local governments – San Benito County, the City of Hollister, and the City of San Juan Bautista – for implementation of the Pavement Management Plans and other projects outlined in the Investment Plan.
3. Address the needs outlined in the detailed Measure G Investment Plan built with community input.
4. Convene a Measure G Citizens Oversight Committee.

Measure G calls for a Transportation Safety and Investment Plan Oversight Committee to be composed of San Benito County citizens to oversee compliance with the Ordinance.

- **Darlene Boyd** – Education
- **John Eade** – Agriculture
- **Victor Gomez** – Latinx Community (Committee Chair)
- **Al Gonzales** – Trade/Labor
- **Judi Johnson** – Senior/Disabled Community (Committee Vice-Chair)
- **Jose Mario Ortega** – Industry
- **Tim Burns** – SBC District 1
  - **Hamdy Abbass** – SBC District 2
  - **Sandy Hughes** – SBC District 3
  - **Kevin Stopper** – SBC District 4
  - **Andrew Rollins** – SBC District 5

## **DISCUSSION**

Before the City can claim its share of MG funds, it needs to complete its Pavement Management Plan, (PMP), and execute the Master Program Funding Agreement. The PMP helps the City prioritize its street repairs and improvements, and contribute priority projects to the regional Roads and Safety Transportation Plan. This is part of the annual Investment Plan update. It was approved by the City Council May 19, 2020. Our Pavement Condition Index is 62, barely above the minimum of 60. We are however, the only County jurisdiction above 60.

This report seeks City Council approval of the Master Programs Funding Agreement. It was approved by COG and the City of Hollister in June. It sets forth reporting and fund distribution parameters. It also assures adherence to the COG Ordinance and regular review by the oversight committee. The City has already completed two of the 11 projects listed in 2018. It needs these funds to balance its budget!

## **FISCAL IMPACT**

Here are the recent estimates from COG:

<b>Measure G: Approved Tier II Formula by Jurisdiction</b>					
	2020	2021	2022	2023	2024
San Juan	3.11%	3.17%	3.23%	3.21%	3.27%
Hollister	29.54%	30.13%	30.73%	30.47%	31.06%
County	30%	30%	31%	30%	31%

Tier II Formula Allocations	Funding Period
	April 2019 to June 2020
San Juan	\$ 293,254.64
Hollister	\$ 2,785,919.10
SBC	\$ 2,785,919.10

Having received an average of \$20,000 per month, at this rate, the total for SJB over 30-years will be more than \$7 million dollars. This exceeds the amount needed to maintain our current Pavement Management Index of 62%.

**ATTACHMENTS:**

- Resolution and Agreement

**RESOLUTION 2020-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROGRAM FUNDING AGREEMENT WITH THE SAN BENITO COUNCIL OF GOVERNMENTS (COG)**

**WHEREAS**, on November 7, 2018, the voters of San Benito County approved the one-cent sales tax for street repairs known as “Measure G;” and

**WHEREAS**, Measure G is approved for a 30-year period, and guided by a citizen’s oversight committee that assures expenditures meet the San Benito County’s 30-year transportation Expenditure Plan, as it may be amended from time to time; and

**WHEREAS**, the City is represented on this oversight committee, and its projects are part of the 30-Year Funding Plan; and

**WHEREAS**, on June 18, 2018, a draft Funding Agreement was approved by the COG to govern the distribution of the Tier II local street and rehabilitation funds from Measure G, to the County and cities of Hollister and San Juan Bautista, of which the City receives between 3% and 5%, requiring each jurisdiction to enter into a separate agreement with COG after the funds begin to be realized; and

**WHEREAS**, the agreement attached hereto by reference and submitted by means of this Resolution is of similar scope and intent to that draft Agreement approved by the COG in 2018, and will initiate the distribution of Measure G funds to the City beginning July 1, 2020.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA HEREBY RESOLVES AS FOLLOWS:**

1. The City Council agrees with and approves of the intentions and facts described in the above recitals.
2. The City Council approves this Resolution and authorizes the City Manager to execute the “Master Programs Funding Agreement” as presented in the attachment to the Resolution.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista on this 13<sup>th</sup> day of October 2020 by the following vote:

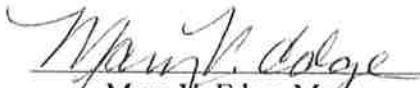
**AYES:**           **Edge, Freeman, Jordan, Flores, DeVries**

**NOES:**           **None**

**ABSENT:**       **None**

**ABSTAIN:**      **None**

**Resolution 2020-50**  
**Approve Master Program Funding**  
**Agreement with COG**

  
Mary V. Edge, Mayor

ATTEST:

  
Laura Cent, City Clerk





## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** **UPDATE ON THE ENFORCEMENT OF ORDINANCE 2020-02, THAT ADDED SECTION 28 TO TITLE 5: BANNING THE USE OF CERTAIN PLASTICS AND ESTABLISHING A SUSTAINABLE FOOD SERVICE WARE AND RETAIL BAGS ORDINANCE AND ENFORCEMENT RESOLUTION 2020-49 ADOPTED SEPTEMBER 15, 2020**

**MEETING DATE:** April 20, 2021

**DEPARTMENT HEAD:** Don Reynolds, City Manager

**SUBMITTED BY:** Lizz Turner, Disaster Services Worker;  
Community Liaison

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### **RECOMMENDED ACTION:**

It is recommended that the City Council adopt the attached Resolution, rescind the September 15, 2020 Resolution 2020-49, and establish an updated enforcement program for Ordinance 2020-02, that extends the compliance deadline from December 31, 2020 to June 30, 2021, and accounts for those that did comply to amend their compliance deadline until June 30, 2022.

### **BACKGROUND INFORMATION:**

The Integrated Waste Management (IWM) team has provided the City of San Juan Bautista with ordinance support since May 2019. IWM Staff Services Specialist, Jiane Dionsio, assisted San Juan Bautista businesses in strategic ordinance outreach October 2020 through April 2021.

The following report includes a summary and IWM staff recommendations to assist in San Juan Bautista business ordinance compliance in the near future. Key updates include;

- 1. 14 retail businesses and one restaurant are in compliance with this ordinance**
- 2. Nine restaurants have made significant improvements and/or are almost at compliance**

3. **Five retail businesses do not purchase bags but instead reuse plastic bags. These businesses do not charge \$0.25. These businesses are not included in the compliance category**
4. **Over thirty businesses are not in compliance with the ordinance**
5. **One business has submitted a one-year exemption letter for the City Manager approval**
6. **Enforcement did not begin on January 1, 2021. Instead, outreach by IWM and City Staff continued through April**

COVID business regulations and safety protocols have greatly impacted businesses within the past year. Due to the many challenges' businesses face daily during COVID, ordinance compliance has been a low priority. IWM and City staff outreach for this ordinance have also faced obstacles. However, business awareness and education have grown significantly regardless.

#### **Timeline Overview**

**March 17, 2020** - Ordinance was approved

**April 16, 2020** - Ordinance went into effect with a 60-day grace period.

**September 15, 2021** - Resolution 2020-49 adopted establishing an enforcement policy and establishing December 31, 2020 as a new compliance deadline (adds an additional 107 grace period)

**January 1, 2021** - Compliance date, grace period ends.

**April 1, 2021** (IWM 2.11.21 recommendation to City staff from prior IWM staff report) - Business must submit exemption letter to City if not in compliance. By April 1, 2021, only one business had submitted their exemption letter. City staff distributed an exemption letter template and shared the April 1st deadline with all businesses.

**April 1, 2022** (IWM 2.11.21 recommendation from prior IWM staff report)- Re-review Business compliance and exemptions by City Code Enforcement and assistance from IWM staff

#### **Ordinance Requirements Summary**

##### **Retail Requirements:**

- Charge \$0.25 for bag to customer
- Must show bag charges on customer receipts
- Retail bags must be:
  - 100% recyclable paper (preferred) made from 40% post-consumer recycled content OR
  - Reusable (cloth, machine washable, or durable plastic 2.25 mil thick specifically designed for reuse) OR
  - Must be labeled "Reusable" or "Recyclable"

##### **Food Service Requirements:**

- Reusable Food Service Ware for Dine-In
- Take-out Food Service Ware must be Recyclable (Plastic 1-5 or BPI Certified Compostable)
- BPI Certified Compostable straws provided only upon request - No Plastic Straws

**Based on IWM outreach, over 30 businesses are not in compliance with the ordinance. Nine restaurants who are not yet compliant have made significant improvements and/or are almost at compliance. Five retail businesses who are not yet compliant do not purchase bags but instead reuse plastic bags. These businesses however do not charge \$0.25 and thus remain not compliant. Some businesses have been unresponsive to IWM staff's calls/emails. Some businesses have remained closed during the Pandemic.**

## **DISCUSSION**

The following conclusions were provided by IWM to the City February 22, 2021. IWM staff have been a terrific partner for the City through these trying times.

### **Overview of IWM Recommendations (a report submitted to staff February 22, 2021, with recommendations for April 2021):**

Prepared by Celina Stotler, IWM Staff Analyst & Jane Dionisio, IWM Staff Services Specialist

- City to utilize Code Enforcement for business compliance warnings and potentially fines where and if needed.
- City to allow businesses additional time to submit their exemption letter to the City Manager.
- Exemptions letters should include adequate details outlined earlier in this report and include the agreement to attend a future educational webinar or in person meeting regarding ordinance compliance and technical assistance.
- City to consider a third-party contractor (like ReThink Disposable) specialized unsustainable food ware technical assistance that could further assist businesses with obstacles as well as address concerns for compliance. The contractor could assist in a future webinar business training or in person meeting for business compliance.
- Alternatively, the City could consider a contract for support from Environmental Innovations (Green Business Program Contractor) and secure additional funding for targeted business outreach on food ware ordinance compliance and rebates to financially help businesses make the purchases changes needed.

See below recent proposal to IWM:

#### ***"Task 4: Environmental Education and Outreach***

***This task will be included on an as needed basis and with additional funding when this contract is amended:***

- ***Where food ware ordinances exist or are being planned, EI will promote and run video info sessions and free phone consults helping businesses comply with food ware ordinances while encouraging them to join the Green Business Program.***

### **1 Year Exemption Letters & Recommendations**

Businesses can submit an exemption letter request for City Manager approval. If the exemption is granted by the City Manager, the business is allowed one additional year for compliance.

***Since December 31, 2020, only one business has submitted their 1-year exemption letter for City Manager approval.***

On 2.11.21, IWM recommended April 1, 2021 as the extended deadline for businesses to submit their exemption letter. IWM recommends the City Council utilize their Code Enforcement for business compliance warnings and potentially fines where and if needed. Additionally, IWM recommends the City Council allow businesses additional time to submit their exemption letter to the City Manager with a promise from the business to attend a compliance webinar or in person meeting during the summer of 2021. This webinar or in person meeting, could be hosted by a third-party contractor specialized in sustainable food ware technical assistance and could further assist businesses with obstacles as well as address any of their concerns for compliance.

We recommend the exemption letter submitted by the business provide adequate detail such as;

1. Why the business is requesting the exemption
2. Their general plan to comply by 1 year (ex. Restaurant will invest in reusable dine-in ware by February 2022 to comply with ordinance OR ex. Retail business will work with IWM staff to find acceptable retail bag for ordinance compliance) This would act as a tool for City/IWM staff to document and track the business's compliance intention.
3. Any assistance needed from City or IWM staff.
4. What is their preferred form of communication (email, phone, in person)
5. A commitment to attend a Summer 2021 ordinance support webinar or in-person meeting

The City is fortunate to have this support from the IWM, and staff supports the recommendations they have submitted. Having brought this matter forward to the City Council April 20, 2021, staff is recommending a further grace period of two weeks beyond the date selected by the State to "re-open the economy." This allows the business owners to focus on "re-opening" and make adjustments as needed between now and June 15, to be in compliance with thus Ordinance too, no later than June 30, 2021.

#### **FISCAL IMPACT:**

There is no direct cost or revenue anticipated at this time unless Council directs to hire a third-party consultant to further help facilitate assistance to the businesses and the City with compliance issues.

Attachment: Resolution

## **RESOLUTION 2021-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA ENFORCING ORDINANCE 2020-02, THAT ADDED SECTION 28 TO TITLE 5: BANNING THE USE OF CERTAIN PLASTICS AND ESTABLISHING A SUSTAINABLE FOOD SERVICE WARE AND RETAIL BAGS ORDINANCE**

**WHEREAS**, on February 18, 2020, the City Council received its first reading of Ordinance 2020-02, adding Section 28, to Title 5 of the municipal code, banning the use of certain plastics and establishing a sustainable food service ware and retail bag policy, and on March 17, 2020, the second reading was received and the Ordinance became effective April 16, 2020; and

**WHEREAS**, during its deliberation, the Council agreed that limiting the use of plastics by local businesses will require a transformation of some business practices, and thus established a 60-day grace period to allow this transformation to occur before compliance would be required, and this grace period ended May 16, 2020; and

**WHEREAS**, also occurring at the February 18, 2020 Council meeting was a re-assurance from staff that an enforcement policy would be brought before the City Council before the end of the May 16, 2020 grace period, for consideration and approval, without specifying the details of this policy; and

**WHEREAS**, during the current Corona Virus State of Emergency, the City has not taken action to adopt an enforcement policy for Ordinance 2020-02; and

**WHEREAS**, at its August 18, 2020, City Council meeting, some members of the City Council expressed a need to re-visit this policy and reconsider enforcing it; and

**WHEREAS**, in response to the current State of Emergency, the City established a Business Forum that meets on Wednesday mornings, and a presentation was made to the business owners Wednesday September 9, 2020, that updated the community about the status of local and regional efforts to reduce the community's reliance on single use plastics, sharing statistics that since the Emergency Declaration, waste production has increased 30%, and reliance on single use plastics increased between 250-300%, but recently, the Center for Disease Control has recognized that the virus is not typically spread by touching surfaces, and the re-usable foodware is preferred if sanitized correctly; and

**WHEREAS**, Resolution 2020-49 was adopted September 15, 2020, and established that the Ordinance be enforced through the education process implemented by Code Enforcement, reverting to a specific fee schedule if compliance could not be obtained, allowing business owners to come into compliance or submit a request for a one-year extension where if approved, would allow an additional 12-months for a business to comply with a deadline to submit said letters on or before December 31, 2020; and

**WHEREAS**, only one business owner requested and received a one-year extension, and the impact of the pandemic increased in December and January causing more uncertainty for business owners; and

**WHEREAS**, in part due to the heightened state of emergency in December and January, the City did not follow through with the direction provided in Resolution 2020-49, and now approximately 30-businesses are not in compliance, and the City Council now needs to reconsider a new recommendation and a new deadline to enforce the policy, and an extension for the one business that did comply; and

**WHEREAS**, based upon the facts outlined in these recitals as stated above, recognizing that prioritizing health and safety doesn't need to come at a cost to the environment, it is time for the City to consider for a second time, an enforcement policy and implement Ordinance 2020-02.

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

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

**SECTION 2.** The City Council of the City of San Juan Bautista, hereby confirms the need to implement Ordinance 2020-02, that bans the use of Styrofoam, plastic straws, the retail industry's reliance on single use plastic bags, encouraging the use of sustainable food service ware, and hereby establishes a compliance deadline of June 30, 2021 for local businesses and special event participants to comply with Ordinance 2020-02.

**SECTION 3.** Resolution 2020-49, adopted September 15, 2020 is hereby rescinded and replaced by this Resolution.

**SECTION 4.** Starting July 1, 2021, failure of a business owner to follow the provisions set forth in Ordinance 2020-02 will result in the issuance of a compliance order (2-7.115), that may ultimately result in the issuance of an Administrative Citation (2-7.120) and be subject to a fine (2-7-150).

**SECTION 5.** All businesses that complied with Resolution 2020-49 and received an approved extension of 12 months from the City to comply with Ordinance 2020-02, will have until June 30, 2022 to comply.

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of April, 2021, by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTESTED:**

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Leslie Q Jordan, Mayor

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Shawna Freels, City Clerk



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** PORTABLE BACKUP GENERATOR  
PURCHASE, PROJECT# 20.6

**MEETING DATE:** April 20, 2021

**SUBMITTED BY:** Nicholas Bryan Public Works Supervisor

**DEPARTMENT HEAD:** Don Reynolds City Manager

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**RECOMMENDED ACTION:**

Approve the purchase of a portable backup generator from Abbotts Pro Power in Gilroy in the amount of \$52,693.88, for the City operated public facilities, including three (3) water wells and three (3) lift stations.

**BACKGROUND INFORMATION:**

Like many cities, San Juan Bautista faces the problem of how to update aging infrastructures (in particular, its sewage collection and water systems) to meet the needs of its residents.

Due to the limited number of water and sewer facilities, the City cannot risk any sewage backup or water shortage, either of which is a serious possibility if the electric utility company that serves the City's lift stations and water pump stations fails. To increase reliability and safety, the City needs a portable standby generator.

Currently, the City operates three (3) Wells (Well#1, Well#5 and Well#6) and 4 Sewer lift stations (Ranch Vista, Lang Court, Old San Juan/Dias and Ahwanee). The Ahwanee lift station is already equipped with a stationary backup generator. The other three (3) lift stations and three (3) wells, conversely, do not have an emergency power source.

Transfer switches must be installed at each of these stations before utilizing portable generators. Proper transfer switches have been installed at these facilities within the last year, while upgrading Well #6 and the Old San Juan Road/Dias lift station. The Lang Court lift station is already equipped with transfer switch.

The City has consulted with several electrical companies to obtain proposals to install transfer switches at Wells #1 and #5, as well as the Rancho Vista lift station. Under the approved Capital Improvement Budget FY 20/21, there is an approved project (21.07) that has the adequate budget to install transfer switches at Wells #1 and #5, both of which are critical sources of water in the

City. If the City Council approves of purchasing this generator, the remaining approved budget will still be adequate to fund the installation of the transfer switch at Ranch Vista.

City staff has been studying and seeking to locate a generator that is compatible with all of our pump stations. The City selected a 70kva, 3 phase, diesel, Tier 4F, air resource board compliant, portable generator.

The City received four proposals that are listed Below:

- |  |   |
|--|---|
| 1. Abbotts Pro Power in Gilroy (Multiquip Inc. dealer) | \$52,693.88<br>(including tax and delivery fees)      |
| 2. Generator Services Co.                              | \$55,550.00<br>(tax and delivery fees not included)   |
| 3. QUINN CAT   | \$71,685.00<br>(taxes not included)                   |
| 4. Global Power Supply                                 | \$61,250.00<br>(taxes and delivery fees not included) |

Staff recommends purchasing the portable generator proposed by Abbotts Pro Power in Gilroy in the amount of \$52,693.88, which includes all taxes and delivery fees. Staff was able to utilize Sourcewell pricing, which is the most cost-effective method to acquire because the City is already a Sourcewell member. They conduct the public bidding process on behalf of the City.

The City also used Abbott Pro Power for all its past electrical power equipment purchases and has been satisfied with their responsiveness and customer service.

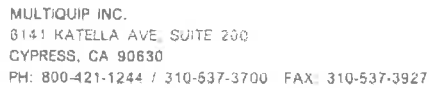
**FISCAL IMPACT:**

There is an approved budget of \$82,000 under the FY Capital Improvement Budget/Project 21.06, which can accommodate this purchase.

**ATTACHMENTS:**

4 bid quotations

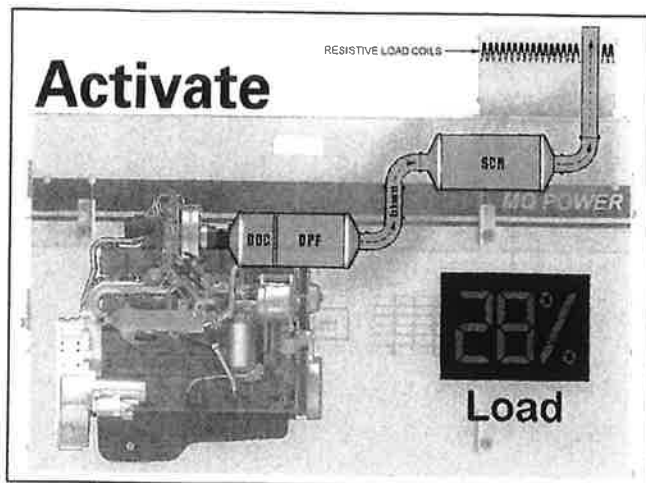




## Page 1 of 2

Availability is subject to stock on hand at the time purchase order is received.  
Quote is valid for 30 days from issue date.

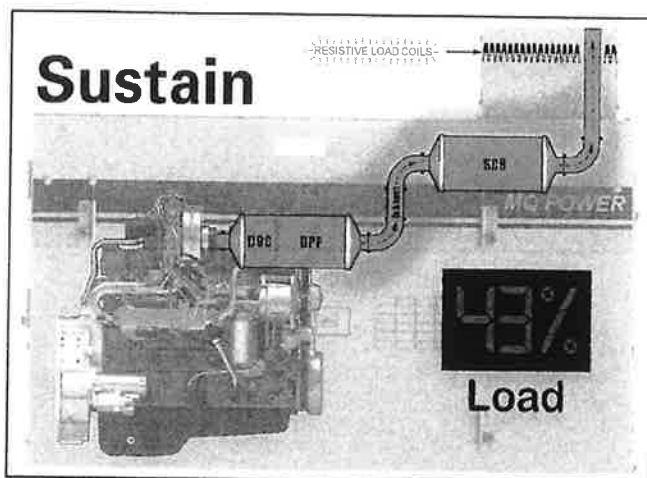
Item	Material	Plant	B/O	Order Qty	Gross Price EA	Net Price EA	Total Value
0010	DCA70SSIU4F Gen 70kVA 3Ph Isuzu Tier 4F Env Estimated Ship: 04/13/21	A202		1.000	67,800.00	39,324.00	39,324.00
0020	TRLR70USH Trailer DCA70SS, US No Fuel Tank Hyd Estimated Ship: Contact us	A202	1	1.000	8,160.00	4,732.80	4,732.80
0030	EE43253 Ball Coupler, 2 5/16, 14k TRLRMP thru 220 Estimated Ship: 04/13/21	A202		1.000	100.00	58.00	58.00
0040	MQPPB70I4F Kit PowerBalance DCA70SSIU4F Estimated Ship: Contact us	A202	1	1.000	4,900.00	3,675.00	3,675.00
0050	FKITDCA70SSIU4F Filter Kit DCA70SSIU4F Estimated Ship: Contact us	A202	2	2.000	368.75	276.56	553.12
<b>Items total</b>							48,342.92
<b>Taxable amount</b>							48,342.92
<b>State/GST Tax</b>							2,900.58
<b>Local/PST Tax</b>							120.86
<b>Local Tax</b>							362.58
<b>Local Tax</b>							966.86
<b>Total amount</b>							<b>52,693.80</b>



**MQ POWER** **POWER BALANCE™**

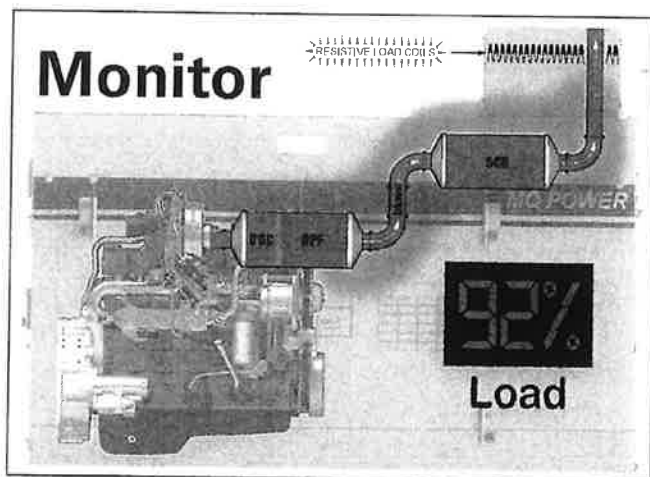
## FROM 0-40% LOAD:

PowerBalance continuously monitors generator performance to ensure sufficient load is applied to the engine. If external load is insufficient - below 40% - PowerBalance activates a resistive coil load bank to quickly return load to an acceptable level.



## FROM 40% LOAD:

If no external load is applied, PowerBalance continues to apply a sustained load to maintain peak engine performance.



## ALL LOADS:

PowerBalance continuously monitors the engine load, dropping off automatically when a larger load is applied and activating again when lighter loads are detected.

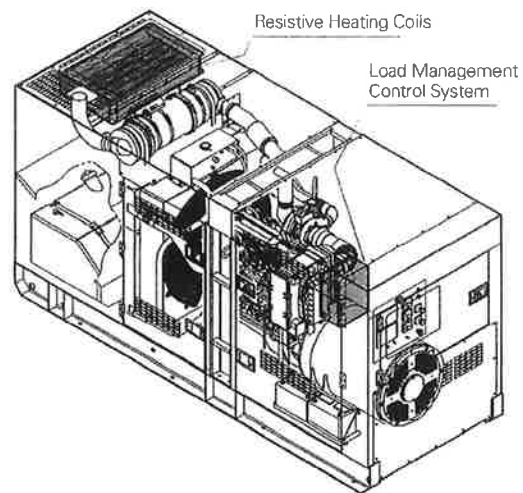
Note: Emissions systems will vary by engine manufacturer and product design.





**Reliable power is what your customers demand.** Issues can occur with all diesel engines that are running low load applications. This can lead to wet stacking, a buildup of carbon deposits and exhaust soot, that diminishes engine performance, and leads to clogging of emissions control systems, resulting in costly engine shutdowns for you and your customers. So how can you consistently deliver reliable power when you can't control the customer's application?

**PowerBalance from MQ Power** ensures your customers are not left in the dark. This patented system works in conjunction with the onboard controller to continually monitor the engine and automatically apply a resistive load to the generator whenever engine load falls below the ideal range. The additional load ensures the engine continues operating at levels that prevent wet stacking which can lead to untimely shutdowns.



**MQ Power provides peace of mind.** The PowerBalance load management system ensures your customer's power requirements are met while protecting your investment and reputation.

**Power you can count on.**





# DCA70SSIU4F

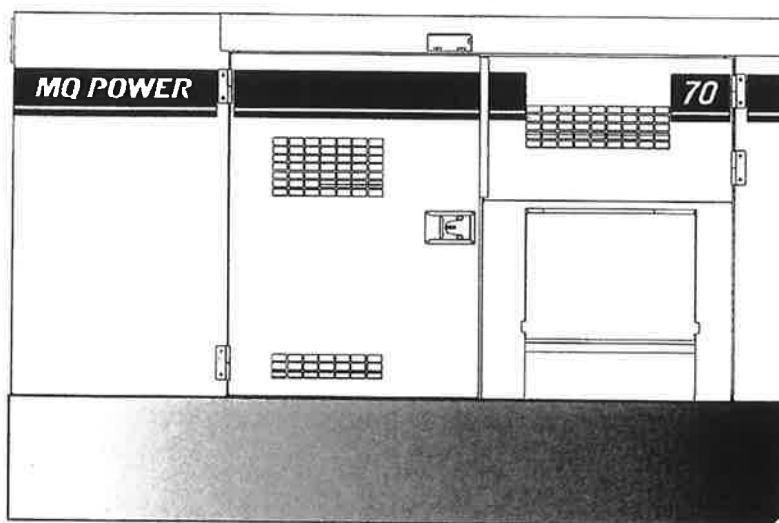
## MQ POWER Series Generator

### WhisperWatt™

Prime Rating — 56 kW (70 kVA)

Standby Rating — 62 kW (77 kVA)

3-Phase, 60 Hertz, 0.8 PF



### STANDARD FEATURES

- Heavy duty, 4-cycle, direct injection, turbocharged, charge air cooled diesel engine provides maximum reliability.
- Brushless alternator reduces service and maintenance requirements and meets temperature rise standards for Class H insulation systems.
  - Open delta alternator design provides virtually unlimited excitation for maximum motor starting capability.
  - Automatic voltage regulator (AVR) provides precise regulation.
- Electronic governor system maintains frequency to  $\pm 0.25\%$ .
- Full load acceptance of standby nameplate rating in one step (NFPA 110, para 5.6.3.1.2).
- Sound attenuated, weather resistant, steel housing provides operation at 65 dB(A) at 23 feet. Fully lockable enclosure allows safe unattended operation.
- Internal fuel tank with direct reading fuel gauge.
- E-coat and powder coat paint provide durability and weather protection.
- Digital engine gauges including oil pressure, water temperature, battery volts, engine speed, and fuel level.
- Analog generator instrumentation including AC ammeter, AC voltmeter, frequency meter, ammeter phase selector switch, voltmeter phase selector switch, and voltage regulator adjustment potentiometer.
- ECU835 microprocessor-based digital generator controller.
  - Remote 2-wire start/stop control.
  - Operational temperature range of  $-40^{\circ}$  to  $85^{\circ}$  C.
  - High visibility LCD display with heated screen and alphanumeric readout.
  - Modbus interface for gauge panel and expansion options.
- Automatic safety shutdown system monitors the water temperature, engine oil pressure, overspeed, and overcrank. Warning lights indicate abnormal conditions.
- Fully covered power panel. Three-phase terminals and single phase receptacles allow fast and convenient hookup for most applications including temporary power boxes, tools and lighting equipment. All are NEMA standard.
- Voltage selector switch offers the operator a wide range of voltages that are manually selectable. Fine tuning of the output voltage can be accomplished by adjusting the voltage regulator control knob to obtain the desired voltage.
- Fuel/water separator. Removes condensation from fuel for extended engine life. Panel mounted alarm light included.
- Crankcase vent heater.
- Simultaneous single and three phase power.
- EPA emissions certified - Tier 4 Final emissions compliant.
  - Engine fitted with DOC and SCR.
- Spill Containment - Bunded design protects environment by capturing up to 128% of engine fluids.



# DCA70SSIU4F

## MQ POWER Series Generator

### SPECIFICATIONS

#### Generator Specifications

Design	Revolving field, self-ventilated Drip-proof, single bearing	
Armature Connection	Star with Neutral	Zig Zag
Phase	3	Single
Standby Output	62 KW (77 KVA)	44 KW
Prime Output	56 KW (70 KVA)	40 KW
3Ø Voltage (L-L/L-N) Voltage Selector Switch at 3Ø 240/139	208Y/120, 220Y/127, 240Y/139	N/A
3Ø Voltage (L-L/L-N) Voltage Selector Switch at 3Ø 480/277	416Y/240, 440Y/254, 480Y/277	N/A
1Ø Voltage (L-L/L-N) (Voltage Selector Switch at 1Ø 240/120)	N/A	240/120
Power Factor	0.8	1.0
Voltage Regulation (No load to full load)	±0.5%	
Generator RPM	1800	
Frequency	60 Hz	
No. of Poles	4	
Excitation	Brushless with AVR	
Frequency	60 Hz	
Frequency Regulation: No Load to Full Load	Isochronous under varying loads from no load to 100% rated load	
Frequency Regulation: Steady State	±0.25% of mean value for constant loads from no load to full load.	
Insulation	Class H	
Sound Level dB(A) Full load at 23 feet	65	

#### Engine Specifications

Make / Model	Isuzu / BR-4JJ1X
Emissions	EPA Tier 4 Final Certified
Starting System	Electric
Design	4-cycle, water cooled, direct injection, turbocharged, charge air cooled, DOC and SCR
Displacement	183.0 in <sup>3</sup> (2999 cc)
No. cylinders	4
Bore x Stroke (mm)	95.4 x 104.9
Gross Engine Power Output	95.2 hp (71 kW)
BMEP	208 psi (1434 kPa)
Piston Speed	1237 ft./min. (6.29 m/s)
Compression Ratio	16.5:1
Engine Speed	1800 rpm
Overspeed Limit	2070 rpm
Oil Capacity	3.96 gallons (15 liters)
Battery	12V 75Ah x 1

#### Fuel System

Recommended Fuel	ASTM-D975-No.1 & No.2-D*	
Maximum Fuel Flow (per hour)	16 gallons (60 liters)	
Maximum Inlet Restriction (Hg)	2.9 in. (73.6 mm)	
Fuel Tank Capacity	103 gallons (390 liters)	
Fuel Consumption	gph	lph
At full load	4.4	16.6
At 3/4 load	3.5	13.4
At 1/2 load	2.6	9.8
At 1/4 load	1.7	6.4
DEF Tank Capacity	7.4 gallons (28 liters)	

\* - Use ultra-low sulfur diesel fuel.

#### Cooling System

Fan Load	4.7 hp (3.5 kW)
Coolant Capacity (with radiator)	5.5 gallons (21 liters)
Coolant Flow Rate (per minute)	15.9 gallons (60 liters)
Heat Rejection to Coolant (per minute)	2483 Btu (2.62 MJ)
Maximum Coolant Friction Head	1.2 psi (7.9 kPa)
Maximum Coolant Static Head	3.3 feet (1.0 meter)
Ambient Temperature Rating	104°F (40°C)

#### Air

Combustion Air	138 cfm (3.9 m <sup>3</sup> /min)
Maximum Air Cleaner Restriction	25 in. H <sub>2</sub> O (6.25 kPa)
Alternator Cooling Air	526 cfm (14.9 m <sup>3</sup> /min)
Radiator Cooling Air	3700 cfm (105 m <sup>3</sup> /min)
Minimum Air Opening to Room	6.03 ft <sup>2</sup> (0.56 m <sup>2</sup> )
Minimum Discharge Opening	3.33 ft <sup>2</sup> (0.31 m <sup>2</sup> )

#### Exhaust System

Gas Flow (full load)	272 cfm (7.7 m <sup>3</sup> /min)
Gas Temperature	572°F (300°C)
Maximum Back Pressure	7.2 in. H <sub>2</sub> O (17.5 kPa)

#### Amperage

Rated Voltage	Maximum Amps
1Ø 120 Volt	155.4 Amps (4 wire) 168A x 2 (Zigzag)
1Ø 240 Volt	77.8 Amps (4 wire) 168A (Zigzag)
3Ø 240 Volt	168 Amps
3Ø 480 Volt	84 Amps
Main Line Circuit Breaker Rating	175 Amps
Over Current Relay Trip Set Point 480V Mode Only	84 Amps

### WARRANTY\*

#### Isuzu Engine\*\*

12 months from date of purchase with unlimited hours or 60 months from date of purchase with 5000 hours (whichever comes first).

#### Generator

24 months from date of purchase or 2000 hours (whichever occurs first).

#### Trailer

12 months excluding normal wear items.

\*Refer to the express written, one-year limited warranty sheet for additional information.

\*\* Refer to Isuzu Diesel Engine Limited Warranty for details.

### NOTICE

Specifications sheet is subject to change and is not intended for use in installation design.



# DCA70SSIU4F

## MQ POWER Series Generator

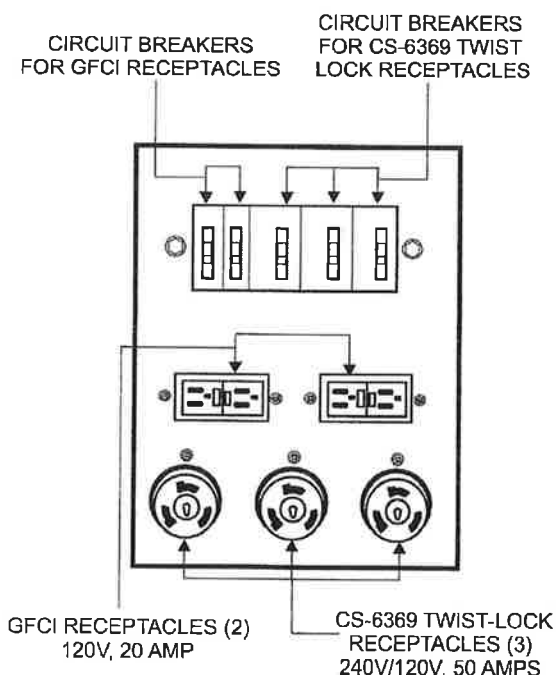
### MQ POWER DECIBEL LEVELS

Our soundproof housing allows substantially lower operating noise levels than competitive designs. WhisperWatts are at home on construction sites, in residential neighborhoods, and at hospitals — just about anywhere.

- 90 — Subway / truck traffic
- 80 — Average city traffic
- 70 — Inside car at 60 mph
- 65 — WhisperWatt at 23 feet
- 60 — Air conditioner at 20 feet
- 50 — Normal conversation

65.0  
DECIBELS

### GENERATOR OUTPUT PANEL



### OPTIONAL GENERATOR FEATURES

- **PowerBalance™** — designed to assist generators when operating under low temperature and/or low load conditions to insure peak performance.
- **Battery Charger** — provides fully automatic and self-adjusting charging to the generator's battery system.
- **Jacket Water Heater** — for easy starting in cold weather climates.
- **Heavy-Duty Batteries** — long life batteries provide extra engine cranking power.
- **Spring Isolators** — provides extra vibration protection for standby applications.
- **Trailer Mounted Package** — meets National Highway Traffic Safety Administration (NHTSA) regulations. Trailer is equipped with electronic or surge brakes with double axle configuration.

### OPTIONAL CONTROL FEATURES

- **Emergency Stop Switch** — when manually activated, shuts down generator in the event of an emergency.
- **Audible Alarm** — alerts operator of abnormal conditions.

### OPTIONAL FUEL CELL FEATURES

- **Sub-base fuel cells (double wall)** — additional fuel cell for extended runtime operation. Contains a leak sensor, low fuel level switch, and a secondary containment tank. UL142 listed.
- **12 hours of minimum run time.**
- **24 hours of minimum run time.**

### OPTIONAL OUTPUT CONNECTIONS

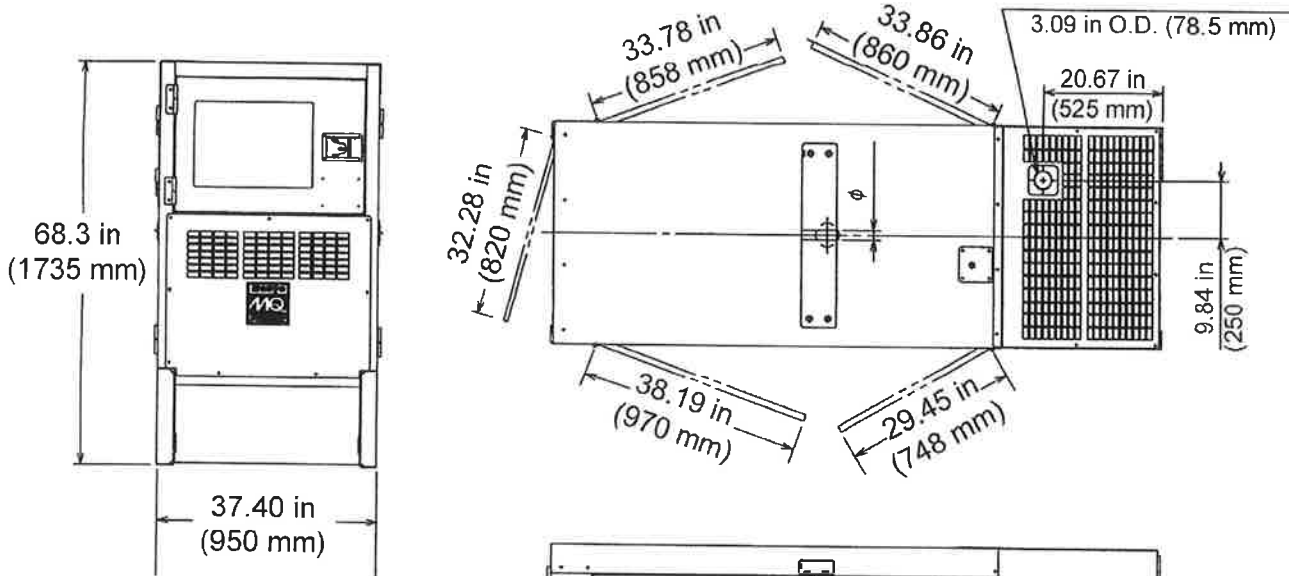
- **Cam-Lok Connectors** — provides quick disconnect alternative to bolt-on connectors.
- **Pin and Sleeve Connectors** — provides industry standard connectors for all voltage requirements.
- **Output Cable** — Available in any custom length and size configuration.



# DCA70SSIU4F

## MQ POWER Series Generator

### DIMENSIONS



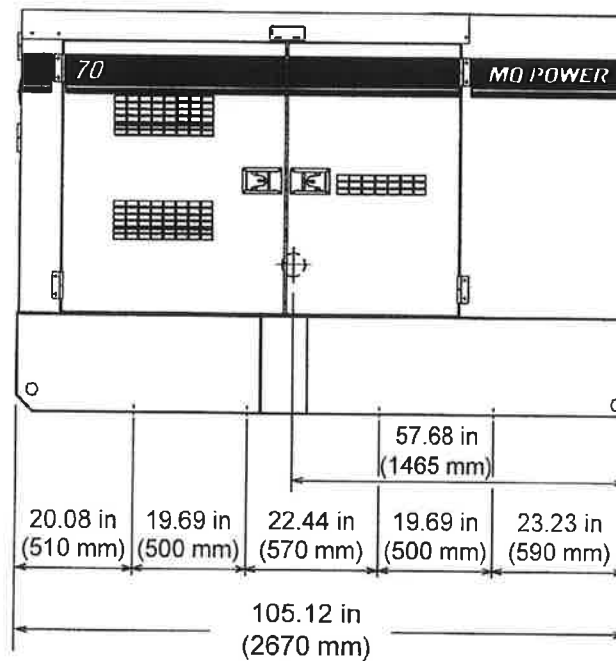
#### Weight

Dry Weight	3,329 lbs. (1,510 kg)
Wet Weight	4,211 lbs. (1,910 kg)
Max. Lifting Point Capacity	6,960 lb. (3,157 kg)

#### NOTICE

Features and Specifications are subject to change without notice.

Generator can be placed on MQ Trailer Models TRLR70US and TRLR75XF2.



Manufactured by Denyo Co.

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DCA70SSIU4F Rev. #2 (12/13/17)



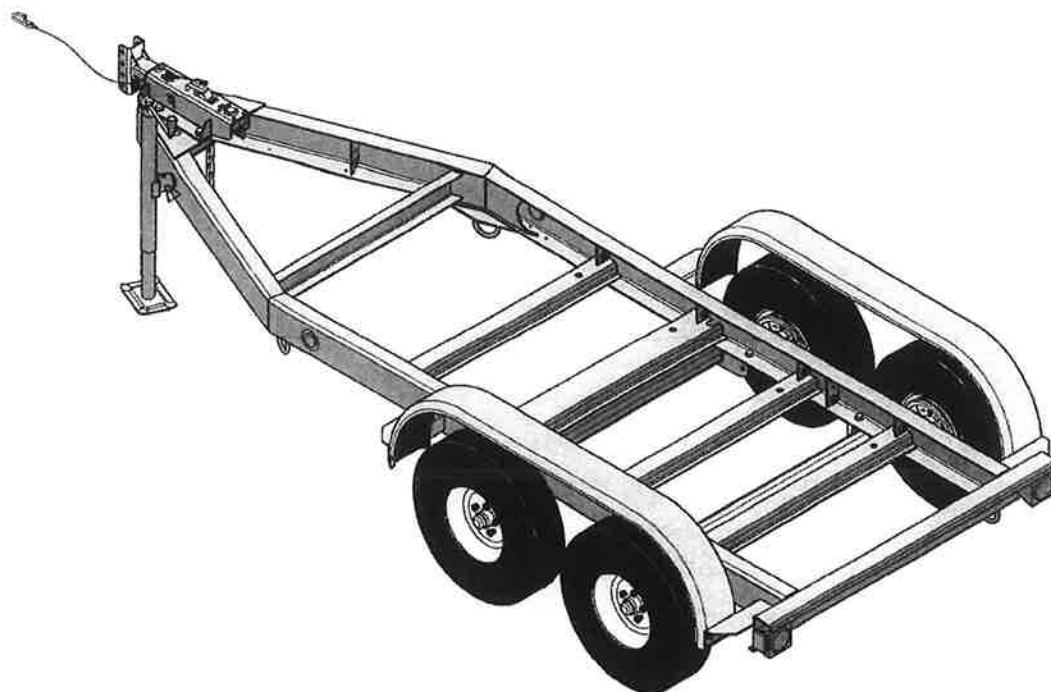
MULTQUIP  
POST OFFICE BOX 6254  
CARSON, CA 90749  
310-537-3700 • 800-883-2551  
FAX: 310-604-3831  
E-MAIL: sales@multiquip.com  
WEBSITE: www.multiquip.com





## TRLR70US

### MQ POWER Tandem Axle Trailer



#### TRLR70US Technical Data

Gross Vehicle Weight Rating (GVWR) — 7,000 lbs. (3,175 kg)	Tire Size — ST205/75D15 LR-C
Gross Axle Weight Rating (GAWR) — 3,500 lbs /1,588 kg (ea.)	Wheel Bolt Pattern — 5 Lug on 4.5 in
Actuator Rating — 8,000 lbs (3,629 kg)	Tire Load Rating — 1,820 lbs /825 kg (ea.)
Coupler Rating — See coupler options on back page.	Dimensions (LxWxH) — See back page.

#### STANDARD TRAILER EQUIPMENT

- Fits MQ Power Generator Models DCA70SSIU4F and DCA70USI3CAN
- Tandem-axle Design with Torsion Type Suspension
- Heavy-Duty Welded Steel Frame Construction
- Form Channel for Generator Mounting and Support
- Replaceable, Bolt-on Hydraulic Brake Actuator
- 4-hole Channel Allows 3-position, Adjustable Coupler Height; 4-inches O/A
- Tongue Mounted Swivel Jack with Flat Disc-foot (rated 5,000 lbs/2,268 kg lift)
- Replaceable, Bolt-on Steel Fenders and Brackets
- Serviceable Torsion-axle Swing Arms
- Rugged Textured Black Powder-Coated Frame, Channel, Actuator and Fenders
- D.O.T. Approved Tail Lamps, Stop Lamps, Turn Signal Lamps, Side Marker Lamps
- Weatherproof, Rubber Armored, 2-piece Trailer Light Wiring Harness
- Surge Hydraulic-actuated Drum Brakes (all axles)
- Hydraulic Uni-Servo Drum Brakes with Free-backing Plates - 10-inch Cluster
- D.O.T. Steel Brake Lines, Brass Tees, and Rubber Hydraulic Brake Hoses





## TRLR70US

### MQ POWER Tandem Axle Trailer

#### OPTIONAL TRAILER EQUIPMENT

- Bolt-on Electric Brake Coupler Plate with Electric-actuated Drum Brakes (all axles — self-adjusting brake actuators)
- Electric Breakaway Safety Device (electric-actuated brakes)
- Rear Stabilizer Stands
- Tongue Mounted Utility Storage Box
- Anti-Theft Wheel Lock
- Spare Tire with Locking Mount

#### Coupler Options

3" Pintle Eye  
25,000 lbs.



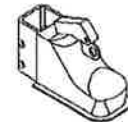
#EE36264

2" Ball Coupler  
10,000 lbs.

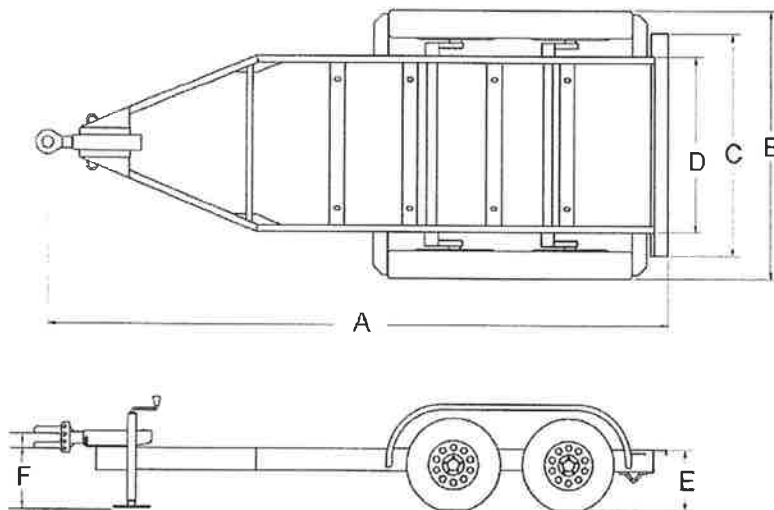


#EE43254

2-5/16" Ball Coupler  
14,000 lbs.



#EE43253



#### Trailer Dimensions

A	B	C	D	E	F	
					MIN	MAX
169.4 in (4,938 mm)	72.5 in (1,842 mm)	60 in (1,524 mm)	47.5 in (1,207 mm)	20.35 in (517 mm)	20.2 in (513 mm)	24.2 in (615 mm)

#### Trailer Weight

960 lbs. (435 kg)\*

\* Weight is approximate

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TRLR70US Rev. #6 (10/31/17)



MULTQUIP  
POST OFFICE BOX 6254  
CARSON, CA 90749  
310-537-3700 • 800-883-2551  
FAX: 310-604-3831  
E-MAIL: [sales@multiquip.com](mailto:sales@multiquip.com)  
WEBSITE: [www.multiquip.com](http://www.multiquip.com)

# EXHAUST EMISSION DATA SHEET

## MQ POWER GENERATOR SET

Model: DCA70SSIU4F



The engine used in this generator set is certified to comply with United States EPA Tier 4 and CARB Mobile Off-Highway emission regulations.

### ENGINE DATA

Manufacturer:	ISUZU	Bore:	3.75 in. (95.4 mm)
Model:	4JJ1X	Stroke:	4.12 in. (105 mm)
Type:	4-Cycle, In-Line, 4-Cylinder, Diesel	Displacement:	183 cid (3.0 liters)
Aspiration:	Turbocharger, ECM, EGR, DOC, SCR Electronic Direct Injection, Charge Air Cooler	Compression Ratio:	16.5:1

### PERFORMANCE DATA

SAE Gross HP @ 1800 RPM (60 Hz) Rated	95.2
Load Fuel Consumption (gal/Hr) Rated	4.39
Load Exhaust Gas Flow (cfm) Rated Load	272
Exhaust Gas Temperature (°F)	572

### United States EPA - Mobile Off-Highway Tier 4 Limits - 75 ≤ ~ ≤ 100 BHP

Criteria Pollutant	Emission Requirements	Certified Engine Emissions
NOx (Oxides of Nitrogen as NO <sub>2</sub> )	0.298 gr/bhp-hr	0.119 gr/bhp-hr
HC (Total Unburned Hydrocarbons)	N/A gr/bhp-hr	N/A gr/bhp-hr
NOx + HC (Combined)	N/A gr/bhp-hr	N/A gr/bhp-hr
CO (Carbon Monoxide)	3.728 gr/bhp-hr	0.223 gr/bhp-hr
PM (Particulate Matter)	0.014 gr/bhp-hr	0.007 gr/bhp-hr
NMHC (Non-Methane Hydrocarbons)	0.141 gr/bhp-hr	0.029 gr/bhp-hr
NMHC + NOx	N/A gr/bhp-hr	N/A gr/bhp-hr

EPA Engine Family:	LSZXL03.0RXB
EPA Certificate of Conformance:	LSZXL03.0RXB-008
ARB Executive Order:	U-R-006-0482
Effective Date:	Model Year 2020

**Note:** Engine operation with excessive air intake or exhaust restriction beyond factory published maximum limits, or with improper service maintenance, may result in higher emission levels.

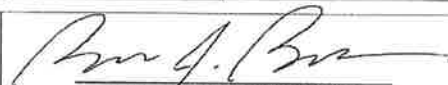


UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
2020 MODEL YEAR  
CERTIFICATE OF CONFORMITY  
WITH THE CLEAN AIR ACT

OFFICE OF TRANSPORTATION  
AND AIR QUALITY  
ANN ARBOR, MICHIGAN 48105

Certificate Issued To: Isuzu Motors Limited  
(U.S. Manufacturer or Importer)  
Certificate Number: LSZXL03.0RXB-008

Effective Date:  
07/03/2019  
Expiration Date:  
12/31/2020

  
Byron J. Bunker, Division Director  
Compliance Division

Issue Date:  
07/03/2019  
Revision Date:  
N/A

Model Year: 2020  
Manufacturer Type: Original Engine Manufacturer  
Engine Family: LSZXL03.0RXB

Mobile/Stationary Indicator: Mobile  
Emissions Power Category:  $56 \leq kW < 130$   
Fuel Type: Diesel  
After Treatment Devices: Diesel Oxidation Catalyst, Ammonia Slip Catalyst, Selective Catalytic Reduction  
Non-after Treatment Devices: Electronic Control, Electronic/Electric EGR - Cooled

Pursuant to Section 213 of the Clean Air Act (42 U.S.C. section 7547) and 40 CFR Part 1039, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which have been found to conform to applicable requirements and which represent the following engines, by engine family, more fully described in the documentation required by 40 CFR Part 1039 and produced in the stated model year.

This certificate of conformity covers only those new compression-ignition engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 1039 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 1039.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 1068 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 1039. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void *ab initio* for other reasons specified in 40 CFR Part 1039.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

 <b>CALIFORNIA</b> AIR RESOURCES BOARD	<b>ISUZU MOTORS LIMITED</b>	<b>EXECUTIVE ORDER U-R-006-0482</b> New Off-Road Compression-Ignition Engines
--	-----------------------------	---

Pursuant to the authority vested in California Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-14-012;

**IT IS ORDERED AND RESOLVED:** That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2020	LSZXL03.0RXB	2.999	Diesel	8000
<b>SPECIAL FEATURES &amp; EMISSION CONTROL SYSTEMS</b>			<b>TYPICAL EQUIPMENT APPLICATION</b>	
Electronic Control Module, Turbocharger, Charge Air Cooler, Electronic Direct Injection, Exhaust Gas Recirculation, Diesel Oxidation Catalyst, Selective Catalyst Reduction-Urea, Ammonia Oxidation Catalyst			Generator	

The engine models and codes are attached.

The following are the exhaust certification standards (STD) and certification levels (CERT) for non-methane hydrocarbon (NMHC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER CLASS	EMISSION STANDARD CATEGORY		EXHAUST (g/kw-hr)					OPACITY (%)		
			NMHC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK
56 ≤ kW < 75	Tier 4 Final	STD	0.19	0.40	N/A	5.0	0.02	N/A	N/A	N/A
		CERT	0.04	0.16	--	0.2	0.01	--	--	--

**BE IT FURTHER RESOLVED:** That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

**This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.**

Executed at El Monte, California on this 25<sup>TH</sup> day of June 2019.



Allen Lyons, Chief  
Emissions Compliance, Automotive Regulations and Science Division

## ENGINE MODEL SUMMARY

## ATTACHMENT

CARB EQ: U-R-006-0482

DATE: 05/20/19

ENGINE FAMILY	ENGINE CODE	ENGINE MODEL	BHP@RPM (SAE Gross)	FUEL RATE: min/stroke @peak HP	FUEL RATE: lb/hr @peak HP	TORQUE@RPM lb ft	FUEL RATE: min/stroke @peak TORQUE	FUEL RATE: lb/hr @peak TORQUE
LSZX103.0RXB	4JJ1X0R8B-01	BR-4JJ1X	95.2 @ 1800 (71 kW)	80.3	32.1	278 @ 1800 (377 Nm)	80.3	32.1

ENGINE FAMILY	ENGINE CODE	ENGINE MODEL	EMISSION CONTROL DEVICE Per SAE J1939
LSZX103.0RXE	4JJ1X0R8B-01	BR-4JJ1X	ECM, TC, CAC, DF, EGR, DOC, SCR-U, AMOX



10255 Philadelphia Court  
Rancho Cucamonga, CA 91730



Bernie Gabrielse  
Used Generator Sales  
[bgabrielse@generator-services.com](mailto:bgabrielse@generator-services.com)  
C 909.917.3491  
O 909.949.1600  
T 800.691.1601  
[www.generator-services.com](http://www.generator-services.com)

**Quotation Number: 1188PC Date: 3-3-2021**

Proposal for: Paul Champion  
For: Paul Champion

E-mail: [Champion\\_innovations@yahoo.com](mailto:Champion_innovations@yahoo.com)  
Phone number:

**Thank you for your inquiry, we are pleased to offer you this Quote**

**Project Name: Champion Innovations**

**We are pleased to offer you the following:**

- 1 - MP65 - 69kva / 55KW Allmand Maxi Power Generator. Tier 4F  
Rental Package with selector switch for different voltages.  
Generator to have a Isuzu Engine, with a Deep Sea Control panel 7310MKII.  
Generator to be 60HZ at 1800RPM.  
Generator to be on an CA approved Trailer with a 111 gallon Fuel tank. 3.9 Gals  
per hour at full load. Run time to be 28 hours.

**Total price of the Generator to be: \$55,550.00**

**Down payment of 75% upon placing of order. Final 25% prior to pick up or  
delivery. Payment with check is preferred , however credit card is accepted, but  
with a 3% processing fee added to total of sale**

**Above price is:**

**Delivered to Generator Services only.**

**Does not include delivery to your job site.**

**Does not include fuel other than what is needed for testing.**

**Does not include permitting of any kind.**

**No installation or set-up of any kind.**

**Does not include cable.**

**Price does not include Sales Tax.**

**Force Majeure:** Generator Services Co., Inc. shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of AQMD permits), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Payment Terms (unless otherwise discussed) 70% down upon placing of order, the balance or 30% prior to pick up or delivery of new generator

**Validity of the Quote:** This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by Generator Services Co., Inc. at its sole discretion unless and until accepted on or before the quote date.

Thank you for this opportunity to quote **our** products. Please call if we may answer any questions, or be of further service.

Bernie Gabrielse

Office - (909) 949-1600 Cellular - (909) 917-3491

Fax - (909) 758-4593 Toll Free - 800-691-1601



10255 Philadelphia Ct.

Rancho Cucamonga, CA 91730

Prior to ordering equipment, please sign and return as a confirmation of the above terms & conditions.

Acknowledgement:

Accepted By: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Customer P.O.: \_\_\_\_\_ Date: \_\_\_\_\_

Special Instructions:

**PLEASE ASK ABOUT SERVICE AND MAINTENANCE FOR YOUR PURCHASE!**



# QUOTATION

NO. 210223

3500 Shepherd Street, City of Industry, California 90601  
Box 226789, Los Angeles, California 90022-0744  
(562) 463-6000 Fax: (562) 463-7156

Date: March 4, 2021

Page: 1 of 5

To: Contact: Paul Champion  
Company: City of San Juan Bautista  
Address: \_\_\_\_\_  
City, Zip: \_\_\_\_\_  
Phone: (831)207-3416 Email: fleetmanager@san-juan-bautista.ca.us

Terms: Net Cash, see T&C's  
F.O.B. Jobsite, unloading by others  
Sales Rep.: Samuel Vizcarra  
Contact #: 831-750-4072  
Email: svizcarra@quinnpower.com

Project Name: Fleet Portable

Qty:	Description	Unit Price	Sourcewell Pricing
1	New Caterpillar, Model XQ125 Diesel Standby Generator Set. Rated 100kW, w/fan, 60Hz, 1Ph 3Ph, 120/208 120/240 277/480V at 1800 RPM.	\$92,279.00	\$ 71,685.00
Sourcewell Contract #120617-CAT.			
Optional adders listed below.			
Includes standard features as listed in product data sheet and additional accessories as listed herein...			
SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for <u>30 days</u> from quote date above, expires after that duration.		Total Price (SALES TAX NOT INCLUDED):	\$ 71,685.00



## BILL OF MATERIALS

### Genset

PRIME POWER  
 EPA/CARB TIER 4F EMISSION CERT  
 60 Hz, 100 kW  
 480V 60 HZ (XQ125)  
 125C TEMP RISE OVER 40C AMB  
 STANDARD ALTERNATOR  
 EMCP4.2B CONTROL PANEL  
 ENGLISH INSTRUCTION LANGUAGE  
 STANDARD WARRANTY  
 NO DPF EXTENDED SERVICE CVRG  
 NO SCR EXTENDED SERVICE CVRG  
 INSIDE US EPA LOCATIONS  
 GENERAL EPG  
 PUBLIC OR CIVIL SERVICES  
 EMERGENCY STANDBY POWER  
 STANDARD GOVERNOR  
 DFA CONTRACT NUMBER  
 3POLE CB  
 STANDARD BASE  
 TRAILER HYDRAULIC BRAKES  
 HITCH PINTLE  
 STANDARD ENCLOSURE  
 STANDARD RADIATOR  
 STANDARD MUFFLER  
 NO CLEAN EMISSIONS MODULE  
 INTEGRATED VOLTAGE REGULATOR  
 IVR12 PERMANENT MAGNET  
 ALT SPACE HEATER  
 WET BATTERY (B1W)  
 BATTERY CHARGER UL10A 120VAC  
 NO PUMP ELECTRONIC TANK UNIT  
 3 PHASE NEMA LOCK RECEPTACLE  
 Optional Connection Group  
 JACKET WATER HTR XQ35/60/125BM  
 STANDARD TEST REPORT

### Accessories and/or modifications

Initial fill of coolant and lube oil  
 (1 set) Operation & Maintenance manuals (electronic copy) \* (additional sets, at additional cost)  
 Factory standard warranty - 1 years from startup service

### QPS field work

Delivery to jobsite (offload/crane service by others)  
 Basic Demonstration - [included at no charge, if provided during the time of startup].  
 \*\* See adder price below for a separate training session\*\*

### Not included

Sales tax  
 Air, building or construct permits  
 Offloading/crane service of equipment off delivery truck  
 Installation, wiring, piping, plumbing or anchoring of equipment  
 Diesel fuel, initial fill or for testing

### Optional adders

#### **QPS Standard Field Testing Service:**

Pre-Startup Readiness Inspection (single day visit with contractor) - Add: **\$1,600.00**

On-site Training Session [single, 4 hour day] - Add: **\$1,100.00**

\*\* Additional PM levels available for Genset, ATS and Load Bank Testing. Call for a quotation! \*\*

IR Scanning [at 60 days & at 11 months after installation, includes test report, genset and single ATS] - Add: **\$4,900.00**

**CAT Standby Genset: Extended Service Coverage (2019) - 5 year / 2500 hours, levels:**

\*\* Alternate ESC available with 3 to 10 year term lengths, for prime power application, ATS's, Rental and Tier4 Final units. Call for a quotation! \*\*

\* = Shipped loose to jobsite, installed on site by others.

^ = Installed, assembled or prepared by QPS or 3<sup>rd</sup> party.

+ = Pre-assembled, removed for shipping, re-installed on site by others.

- = Service truck must be able to park within 25'ft horizontally & vertically of unit, over 25'ft at additional cost, based on T&M and billed direct from QPS Service department.



# QUOTATION

NO. 210223

3500 Shepherd Street, City of Industry, California 90601  
Box 226789, Los Angeles, California 90022-0744  
(562) 463-6000 Fax: (562) 463-7156

Date: March 4, 2021

Page: 3 of 5

**Availability:**

**Submittals:** Estimated (4-6 Weeks) on receipt and approval of purchase order. (1 electronic copy)

**Equipment:** Estimated 12-24 Weeks for factory build time after submittal approval.

**Modifications:** Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

**Not included:** Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**\*\* Equipment prices and lead times are subject to change without notice. \*\***

## NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3<sup>rd</sup> party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.

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3500 Shepherd Street, City of Industry, California 90601  
Box 226789, Los Angeles, California 90022-0744  
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Date: March 4, 2021Page: 4 of 5

### EMISSIONS NOTE

- "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."
- Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

### TERMS AND CONDITIONS

#### 1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

#### 2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

#### 3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

#### 4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

#### 5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filing Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

#### 6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

#### 7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

#### 8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

#### 9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

#### 10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and

3500 Shepherd Street, City of Industry, California 90601  
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Date: March 4, 2021Page: 5 of 5

comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacture(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

**11. Additional material.**

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, ductwork, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

**12. Hours of services.**

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

**13. Warranty.**

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacture(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

**14. Terms.**

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

**15. Cost additives.****A: Unit Cost.**

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 5% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

**B: Delays.**

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

**C: Start up.**

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.

**16. Lead Times.**

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

**17. Governing Law and Venue.**

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

**18. Attorneys' Fees and Costs.**

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

**19. Additional Conditions.**

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller. Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

SUBMITTED BY:

By: Samuel Vizcarra

Quinn Power Systems

Phone: 831-750-4072

## Nicholas Bryan

---

**From:** Paul Champion  
**Sent:** Monday, February 22, 2021 3:27 PM  
**To:** Nicholas Bryan  
**Subject:** Fw: Global Power Supply - Mobile 56kW Generator  
**Attachments:** file\_304\_ds\_hriw\_70\_t4f.pdf

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**From:** Kimberly Harris <kim.harris@globalpwr.com>  
**Sent:** Monday, February 22, 2021 12:29 PM  
**To:** Paul Champion  
**Subject:** Global Power Supply - Mobile 56kW Generator

Nice to speak with you Paul, attached is the information on the HiPower mobile generator with budgetary pricing.

Please contact me when you get closer to purchasing and I can send a formal proposal:

1. Hipower 56 kW HRIW 70 T4F  
Manufacturer: Hipower  
Model: HRIW-70 T4F  
Year: 2020  
Voltage: Multi-VoltageV  
kW: 56  
kW Rating: Prime  
Tier: 4 Final  
SKU#: 7039

Budgetary Price: 61,250.00 (excludes shipping/sales tax/offloading)  
<http://www.globalpwr.com/products-page/diesel-generators/hipower-56-kw-hriw-70-t4f-2>

## New Hipower 56 kW HRIW 70 T4F Diesel Generator (#7039)

[www.globalpwr.com](http://www.globalpwr.com)

New Prime Hipower Diesel Generator, Model HRIW-70 T4F, 56 kW, Multi-Voltage Volts,sku #7039

Thank you,

Kim

-----  
Kimberly Harris  
Account Manager

**Global Power Supply**  
Direct: 805-724-0677

**HIPOWER®**

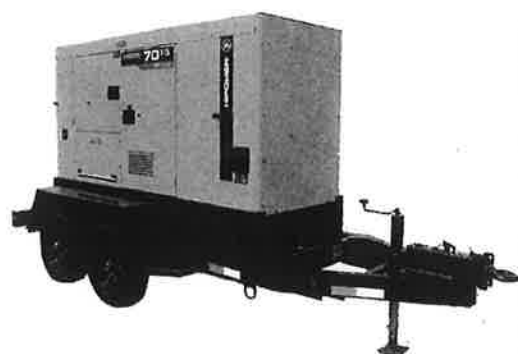
## RENTAL DIESEL GENERATOR SET

MODEL

**HRIW-70 T4F**

60Hz RENTAL/PRIME/STANDBY POWER

56kW/60Hz/Rental/1800RPM



VOLTAGE VAC	120/240V		120/208V		135/240V		277/480V		347/600V**	
RATING	Prime	Standby	Prime	Standby	Prime	Standby	Prime	Standby	Prime	Standby
PHASE	1		3		3		3		3	
PF	1.0		0.8		0.8		0.8		0.8	
HZ	60		60		60		60		60	
KW	40.4	44.4	56.0	62.0	56.0	62.0	56.0	62.0	N/A	N/A
KVA	40.4	44.4	70.0	77.5	70.0	77.5	70.0	77.5	N/A	N/A
AMPS	166	185	194	215	163	185	84	93	N/A	N/A
SKVA@30% VOLTAGE DIP	145		314		314		314		N/A	

### Description

HIPOWER® rental generators are an efficient, reliable and versatile source of mobile electrical power. Designed to operate in the most extreme working conditions. All HIPOWER® Rental Generators combine an innovative design and the use of high quality materials that provide the user with the most dependable power that you can rely on for non-stop power with easy to operate controls.

Powered by a radiator-cooled, industrial ISUZU Diesel engine, which meets current Environmental Protection Agency (EPA) TIER 4 Final non-road exhaust emission regulations, driving a single bearing, four-pole, three-phase alternator, with IP23 protection. The Prime Power kVA rating for generator set is given with a 105 degree °C alternator winding temperature rise.

### HIPOWER® Features and Benefits

**ISUZU Diesel Engine:** Long-life, heavy-duty, 4-cycle, direct injection engine for economy of operation and maximum reliability and durability. Capable of full rated load acceptance in one step.

**Cooling:** Radiator with belt driven pusher fan.

**Air Filter:** Heavy-duty replaceable element air-cleaner.

**Alternator:** Single bearing, rotating field, self-excited, self-ventilated, 12-wire re-connectable, 60Hz brushless alternator with permanent magnetic generator (EBS), with Class F insulation, Automatic voltage regulator (AVR) providing close voltage regulation and skVA starting capability for electric motor loads.

**Certification:** ISO 8528-5.

### HIPOWER® Features and Benefits

**Fuel Tank:** Environmentally friendly steel base welded sub-base fuel tank with internal filling system and 110% containment capability for any diesel fuel, coolant or engine oil spills. Easy access for maintenance activities.

**Enclosure:** Fully sound attenuated enclosure, fabricated in 11-gauge steel, powder coated with finish that exceeds 1000-hr salt spray test, curved edges, minimum outside fasteners and single point lift. Ample layer of durable Rockwool sound insulating material placed all around the inside of the container, doors and ducting with metal retaining frames. It can be cleaned with high-pressure water and is oil and fire resistant. Vertical air discharge for quiet operation. Wide steel lockable access doors with rubber seals, easy access for maintenance and service activities, lift off stainless steel hinges, corrosion resistant hardware and fasteners.

**Exhaust:** Low noise, steel residential-type exhaust silencer with rain cap.

**Fuel Filtration:** Standard and secondary water separator with visible level on fuel filters

**Voltage Selector Switch:** Three-position, manual voltage selector switch. Lockable in three positions for switching set between 120/240V single phase and 120/208 and 277/480V 3-phase.

**Controls:** Digital control panel with manual and automatic start and stop features. Many programmable automatic functions for local and remote controls with LED lights, tamper proof engine hour recorder. Load Connections: Covered distribution panel for easy access to cable power outlets, receptacles, lugs and Camlocks.

**HIMOINSA POWER SYSTEMS, INC.**

16600 S. Rheden Street, Olathe, KS 66062

Tel: 913 495 5557 | Fax: 913 495 5575 [www.hipowersystems.com](http://www.hipowersystems.com)

Codes and Standards Compliances used where applicable





## APPLICATION DATA

### ENGINE SPECIFICATION

Manufacturer	ISUZU
Model	4JJ1X
EPA certified	Tier 4 FINAL
Crankshaft speed	1,800 rpm
Type	Diesel, 4-stroke
Injection	Direct
Aspiration	Turbocharged
Number of Cylinders	4
Cylinder arrangement	In-line
Displacement CID (liters)	183 (3.0)
Bore and Stroke ins (mm)	3.74 x 4.12 (95.4 x 104.9)
Nominal power	95 hp
Cooling	Liquid
Governor	Electronic
Governor Regulation Class	ISO 8528 Part 1 Class G3
Frequency Regulation	Isochronous
Starting motor & alternator	12 volt
Compression ratio	16.5:1
Air cleaner type	Heavy duty - single cartridge
Exhaust gas flow cu. ft./minute (cu. m. /minute)	332 (9.4)
Max. Exhaust temp at full load degrees °F (°C)	932 (500)
Max. permissible back pressure - ins H <sub>2</sub> O (kPA)	53.2 (13.3)

### COOLING SYSTEM

Engine cooling air flow - cu. ft./min (cu. m/min)	2009 (56.9)
Alternator cooling flow - cu. ft./min (cu. m/min)	595 (16.7)
Total cooling air flow (engine + alternator + combustion) - cu. ft./min (cu. m/min)	2742 (76.4)
Total cooling capacity - US gallons (liters)	14.4 (3.8)
Max. Operating Temperature °F (°C)	122 (50)

### LUBRICATION SYSTEM

Oil pan capacity - US gallons (liters)	4.25 (16.0)
Oil pan capacity with filter - US gallons (liters)	4.75 (17.8)
Oil cooler	Liquid
Recommended lubricating oil grade	SAE 10W-40 conventional DH4 (refer to owners manual)
Oil consumption at full load	< 0.1% of fuel consumption
Oil pressure - psi (kPA)	65 (450)

### ENGINE ELECTRICAL SYSTEM

Starting motor voltage	12 volt
Cold Cranking Amps - minimum	102 Amp
Battery charging Alternator	110 Amp
Battery capacity	850 Amps

## HIMOinsa POWER SYSTEMS, INC.

16600 S. Theden Street, Olathe, KS 66062

Tel: 913 495 5557 | Fax: 913 495 5575 [www.hipowersystems.com](http://www.hipowersystems.com)

Codes and Standards Compliances used where applicable



## APPLICATION DATA

FUEL SYSTEM		
Recommended fuel	# 2 - ULSD	
Fuel supply line, min. ID mm(in.)	-	
Fuel return line,min. ID, mm (in.)	-	
Max. lift, fuel pump, type, m (ft)	TBD	
Fuel filter	Secondary 8 Microns @ 98% Efficiency	
FUEL COMPSUTION	Standby Power Rating	Prime Power Rating
100% load – US gallons/hour	TBD	4.0 (15.0)
75% load - US gallons/hour	TBD	3.0 (11.3)
50% load - US gallons/hour	TBD	2.3 (8.6)
25% load - US gallons/hour (liters)	TBD	1.3 (4.9)
ALTERNATOR SPECIFICATION		
Manufacturer	STAMFORD	
Model	UCI 274 F with PMG	
Voltages	120/208v.; 277/480v.; 120/240V	
Alternator Type	Four pole, rotating field	
Excitation System	Brushless. PMG-excited	
Power factor	0.8 / 1.0	
Number of leads	12 leads, reconnectable	
Stator Pitch	2/3	
Insulation	Class H	
Windings – Temperature Rise	Class F (105/40° C)	
Enclosure (IEC-34-S)	IP23	
Bearing	Single, sealed	
Coupling	Flexible disc	
Amortisseur windings	Full	
Voltage regulation – no load to full load with MX341 AVR	± 1%	
TIF	<50	
Radio Frequency Emissions compliance	Meets requirements of most industrial and commercial applications	
Line harmonics	5% maximum	
STANDARD ACCESSORIES		
• Air Filter Restriction Indicator	• Rheostat- Potentiometer on the front panel	
• Leakage Detection Sensor	• Water Jacket Heater	
• Battery Switch	• Shunt Trip on MLCB	
• Crankcase Ventilation Filter	• 3 Position Voltage Selector Switch	
• Coolant Drain Extension	• PMG Excitation on Alternator	
• Distribution Panel 400A	• Leakage Detector Sensor	
• Low Coolant Switch	• Leak Proof Tray	
• Extended Maintenance Interval up to 500 Hrs.	• Low Coolant Level Sensor	
•Distribution power panel *See image RH back-page - NEMA 3R/IP67 0.09" aluminum panel, black powder coated, weather proof rated; individual Square-D QOU branch breakers; 2 x 20A 125V NEMA5-20 GFCI duplex receptacles; 3 x 50A 125/250V CS6369 twist-lock receptacles & Lexan covers; 1 x15A 125V NEMA 5-15P Shore line connector; 1 set 400A single pin Camlocks rated 400A with snap covers; color coded Camlocks 3Ø - 5W black, red blue, white & green; pad lockable 1/4 turn door access with cable trap; auxiliary bus bars with mechanical lugs; 1 single barrel lug per phase; mechanical lugs up to 250MCM cable		
OPTIONAL ACCESSORIES		
• Battery Blanket	• Low coolant level Sensor	
• Hydronic heater (5 kw)	• Engineered Options available upon request	
• Lojack transmitter, Installed	• Control Panel Heater	
• 6 Amp - 10 Amp battery charger, 12/24V, UL Listed	• Oil Pan Heater	
• 3-Way Fuel valve		

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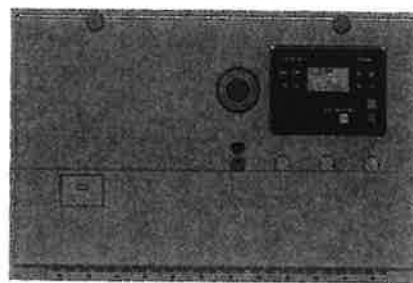




## CONTROL SYSTEMS STANDARD FEATURES - Generator Digital Control Panel

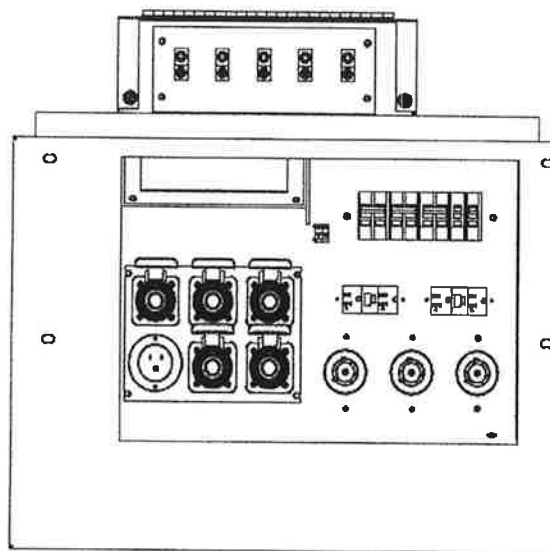
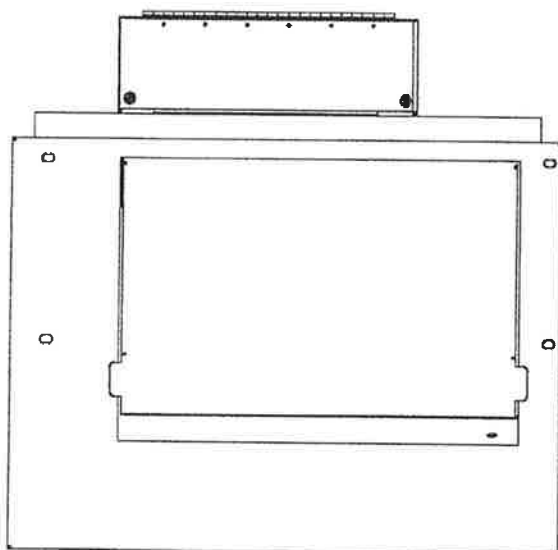
HIPOWER® COMAP IntelliLite NT Control Panel: The IntelliLite NT digital control panel is back-lit with icon LCD text display, and is PC configurable. IntelliLite NT is a comprehensive controller for single gen-sets operating in Standby or Prime modes. Compact construction is optimized for these purposes and various modifications allow customers to select the optimum operation mode for a particular application.

Engine alarms included: High coolant temperature, low oil pressure, low coolant level, unexpected shutdown, low fuel level, stop failure, low battery voltage, battery charging alternator failure, over-speed, under-speed, start failure and emergency stop. Support of engines with ECU (J1939, Modbus and other proprietary interfaces); alarm codes displayed in text form.



Alternator alarms included: Overload, unbalanced voltage, over voltage, under voltage, over frequency, under frequency, short circuit, reverse power, and incorrect phase sequence.

## DISTRIBUTION PANEL VIEW



### HIMOINSA POWER SYSTEMS, INC.

18600 S. Theden Street, Olathe, KS 66062

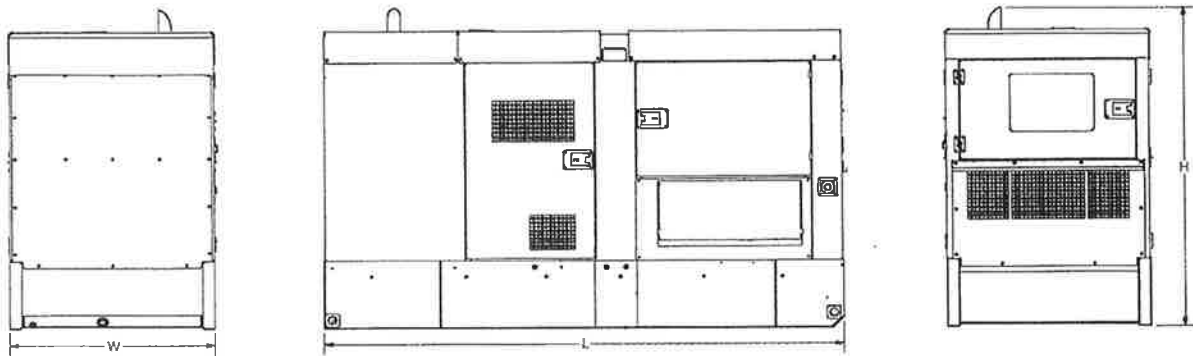
Tel: 913 495 5557 | Fax: 913 495 5575 [www.hipowersystems.com](http://www.hipowersystems.com)

Codes and Standards Compliances used where applicable



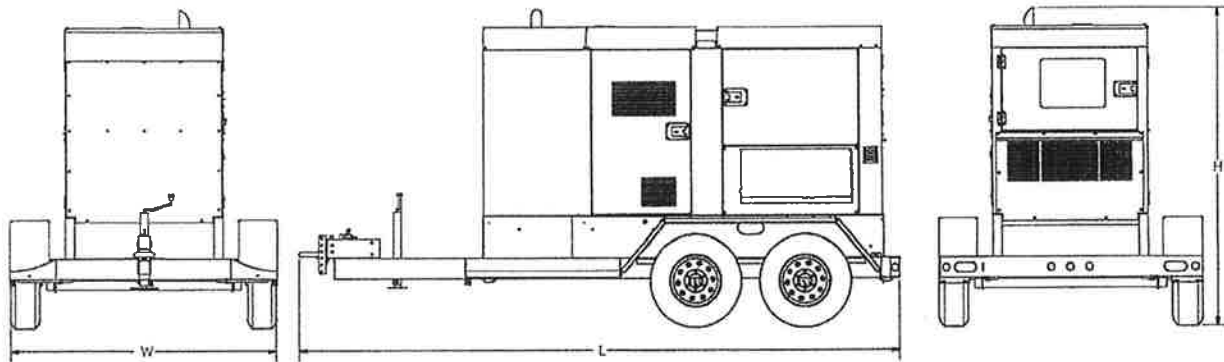
## DIMENSIONS, WEIGHTS & SOUND LEVELS

### ENCLOSED SET



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set	25	118	110"	42.6"	68"	3,330	65

### ENCLOSED SET WITH TRAILER



CONFIGURATION	Fuel Tank Data (base option)		Generator Data *				
	Run Time Hours	Capacity (Gals)	L = Length	W = Width	H = Height	Weight lbs	dBA
Enclosed Set with Trailer	25	118	151"	76.8"	92"	4,600	65

\* All measurements are approximate and for estimation purposes only. Weights are without fuel tank. Sound levels measured at 23ft (7m) and does not account for ambient site conditions.



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL

**AGENDA TITLE:** COMMUNITY DEVELOPMENT BLOCK GRANT  
"CARES ACT V2 & V3" FUNDS ESTIMATED TO  
BE \$231,284 FOR REGIONAL HOMELESS  
SERVICES

**MEETING DATE:** April 20, 2021

**SUBMITTED BY:** Don Reynolds, City Manager

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### **RECOMMENDED ACTION:**

It is recommended that the City Council adopt a Resolution approving the use of an estimated \$231,284 Community Development Block Grant "CARES Act – V2 and V3," funds, authorizing the City Manager to execute a Memorandum of Understanding ("MOU") partnering with the City of Hollister and San Benito County to provide \$1,150,872 in homeless services.

### **BACKGROUND:**

Last Spring, Congress approved the massive CARES Act with the goal to assist all cities. This assistance came in several different shapes and sizes. The City received \$50,000 from the Federal Emergency Management Administration ("FEMA") which is the traditional model. This helped reimburse the City for some of the cost to transform Third Street (estimated to be more than \$250,000 at this time, with more federal help on the way from the American Rescue Plan).

The CARES Act also made Community Development Block Grant ("CDBG") funds available to all cities. In June 2020, HUD released a Notice of Funding Availability, ("NOFA") for CARES Act V1 and the City agreed to use \$63,558 in partnership with the City of Hollister and the San Benito County for subsistence payments to residents in need of help to pay utility costs, due to income lost in the pandemic.

On April 13, 2021, the City Council held a publicly advertised discussion about the use of an estimated \$231,284 of CARES Act V2 and V3 funds. The Deputy Director of the County Health and Human Services Department presented the need for a new partnership, focusing this time on the expansion of regional homeless services. The Council directed staff to prepare a Resolution approving the new partnership for homeless services, and authorizing the City Manager to execute a second MOU for this purpose.

### **DISCUSSION**

Attached is a Resolution approving the use of CARES ACT V2 and V3 funds for homeless services. The attached MOU describes how these funds would be used, specifically. Of the \$1,150,872, \$300,000 will be used to repair the current homeless shelter in Hollister. The balance of \$850,872 will be used to fund shelter services or various other “wrap-around” services, and homeless prevention services. This includes a managed RV site, and a large tent to expand the number of shelter beds available. The County is committed to hiring an outreach coordinator and developing a benefit navigation team, available to San Juan Bautista and other rural parts of the County.

The deadline to make this CDBG CARES Act decision is May 7.

### **FISCAL IMPACT**

The decision to partner with the County assures that these grant funds are put to use in the most efficient manner for the residents of San Juan Bautista, without further burdening City staff to support them.

Attachments: Resolution and MOU

## **RESOLUTION 2020-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF HOLLISTER AND SAN BENITO COUNTY TO USE \$231,284 OF COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT CV2 AND CV3 FUNDS TO OPERATE AND ADMINISTER A FEDERALLY FUNDED REGIONAL HOMELESS SERVICES PROGRAM**

**WHEREAS**, the federal government delegated a portion of its CARES Act relief funds to its various departments, and the Department of Housing and Urban Development (“HUD”) received a generous allocation as part of its Community Development Block Grant (“CDBG”) program in three intervals referred to as “CDBG-CV1, CV2, AND CV3”; and

**WHEREAS**, on April 13, 2021, the City Council adopted Resolution 2021-16, and appropriated \$63,558 from CDBG CARES ACT V1 authorizing the execution of a regional MOU between the City of Hollister, San Benito County and San Juan Bautista that provides subsistence payments to City and County residents for utilities, whom suffered a loss of income due to the pandemic; and

**WHEREAS**, also on April 13, 2021, the City Council directed staff to bring forward a second Resolution and MOU for the CARES Act V2 and V3 in the amount of \$231,284 in partnership with the City of Hollister and San Benito County for a total budget of \$1,150,872, to fund various regional homeless services programs as described in the attached MOU and staff report; and

**WHEREAS**, the deadline to submit this application for the CDBG-CV2 and CV3 funds is May 7, 2021.

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

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

**SECTION 2.** The City Council of the City of San Juan Bautista, hereby agrees with the terms and conditions set forth in the MOU attached hereto by reference, agrees to partner with the City of Hollister and San Benito County to administer regional homeless services programs with its \$231,284 CDBG-CV2 and

CV3 allocation, as part of a shared effort to address homelessness, with a total budget of \$1,150, 872 as follows:

Public Service – \$850,852: Homeless Services including operations of the Homeless Shelter, emergency hotel vouchers, outreach services, housing navigation, case management, rapid rehousing activities and supportive services,

Public Facility- \$300,000: Homeless Shelter Improvements.

**SECTION 3.** The City Council directs and authorizes the City Manager to prepare and execute the MOU in time for the May 7, 2021 deadline.

**PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of April, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Leslie Q. Jordan, Mayor

**ATTESTED:**

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Shawna Freels, City Clerk

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SAN BENITO, THE CITY OF  
HOLLISTER AND THE CITY OF SAN JUAN BAUTISTA, FOR THE  
SUBMITTAL OF AN APPLICATION AND OPERATION OF A  
CDBG-CV2/3 PUBLIC SERVICES AND PUBLIC FACILITY  
PROGRAM TO BE FUNDED BY CDBG-CV2/3 GRANT FUNDS.**

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

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Parties will operate a public services and public facility improvement program to serve low- and moderate-income individuals and households. This program seeks funding in the aggregate amount of \$1,150,872 which is derived from jurisdictional allocations of \$369,468 to the County of San Benito, \$550,120 to the City of Hollister and \$231,284 to the City of San Juan Bautista. The shared program activity will consist of conducting public outreach on the proposed CDBG-CV2/3 program to the low- and moderate-income individuals and households residing in each of three jurisdictions who have been impacted by the Covid19 pandemic.

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

4. **Responsibilities of Agency 1.** Agency 1 shall be the lead applicant and shall be responsible for coordinating all necessary pre-application activity, application submittal, conditions of the standard agreement and post award activity. In addition, Agency 1, as the lead agency, shall be responsible for the overall operation of the proposed program in order to secure compliance with the State HCD-CDBG rules and regulations. Agency 1 shall be responsible for activity and financial reporting, submitting funds requests, and related administrative duties.

5. **Responsibilities of Agency 2.** The primary responsibility of Agency 2 shall be to cooperate in the preparation of the CDBG-CV2/3 grant application and meeting all responsibilities required of jurisdiction for participation in a joint CDBG activity. Following an award of the grant application, Agency 2 shall further cooperate by conducting public outreach and referral of interested applicants to Agency 1. Agency 2 shall also be responsible for providing any data or information to Agency 1 for purposes of record-keeping.

6. **Responsibilities of Agency 3.** The primary responsibility of Agency 3 shall be to cooperate in the preparation of the CDBG/CV2/3 grant application. This shall include meeting all responsibilities required of jurisdictions for participation in a joint CDBG activity. income Following an award of the grant application, Agency 3 shall further cooperate by conducting public outreach and referral of interested applicants to Agency 1. Agency 3 shall also be responsible for providing any data or information to Agency 1 for purposes of record-keeping.

7. **Administrative Costs allowed by CDBG-CV2/3 Grant:** The CDBG-CV2/3 Grant program allows a maximum of 13% of the total grant to be used to cover administrative costs in the operation of the proposed program. Agency 1 shall be entitled to all of the administrative funds allowed by the CDBG-CV program due to its role and responsibilities as the lead applicant.

8. **General Provisions**

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

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

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

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

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

G. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in



determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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

INTENTIONALLY LEFT BLANK TO THE BOTTOM OF PAGE 3  
WITH PAGE 4 TO BE THE SIGNATURE PAGE.

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

**Agency 1 : County of San Benito:**

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Name and Title	Date
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Signature

**Agency 2: City of Hollister:**

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Name and Title	Date
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Signature

**Agency 3: City of San Juan Bautista:**

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Name and Title	Date
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Signature

NOTICE IS HEREBY GIVEN that the County of San Benito Community Services & Workforce Development (CSWD) will conduct a virtual public hearing on Wednesday, March 31, 2021, at 4:00 P.M. via ZOOM at the following link:

<https://zoom.us/j/97305021797>

Meeting ID: Meeting ID: 973 0502 1797

Password: 887271

Phone Number: One tap mobile

+1669-900-6833,,973-050-21797#,,,,\*887271# US (San Jose)

San Benito County is submitting a collaborative application with the City of Hollister and San Juan Bautista. The purpose of the public hearing is to discuss the application for funding under the Community Development Block Grant (CDBG) Coronavirus Response Round 2 & 3 (CDBG- CV2 & CV3) and to solicit citizen and all lawful residents, migrant farmworkers, persons of all racial backgrounds and disadvantaged persons, etc. input on the proposed activities to be included in the application.

CDBG-CV2/3 proposed activities are for shelter facility improvements and for shelter operation subsidies and hotel vouchers under a joint application with Hollister and San Juan Bautista. Available funds for all three jurisdictions is: **\$1,150,872.**

Eligible activities under the CDBG program include Community Development activities including Public Services to respond to COVID-19 impacts, short-term subsistence payments for households at risk of eviction and/or homelessness and housing costs for those exiting homelessness, homeless shelter operations and health and education support services; Public Facility and infrastructure improvements with a documented COVID-19 nexus; Public Facility acquisition, including healthcare facilities, emergency shelters and housing for persons experiencing homelessness in response to COVID-19 impact; housing assistance for acquisition and/or rehabilitation of low-Moderate housing and Economic Development to support business assistance and Microenterprise assistance.

**DISABILITY ACCOMMODATION NOTICE:** If you require special accommodations to participate in the public hearing, please contact Andi Anderson at CSWD at (831) 902-2741 between the hours of 8:00 a.m. – 5:00 p.m. at least 48 hours prior to the public hearing. Persons with hearing disabilities can call the TDD/TTY phone at (831) 637-3265. A Spanish translator will be available at the public hearing for those who may need this service.

Members of the public are invited to provide comment at the public hearing on Wednesday, March 31, 2021, at 4:00 P.M. If members of the public are unable to participate in the public hearing, comments may be submitted in writing to the following locations: Community Services & Workforce Development (CSWD), 1111 San Felipe Road, Suite #107, Hollister, CA 95023 or via email at [aanderson@cosb.us](mailto:aanderson@cosb.us); on or before Wednesday, March 31, 2021, at 4:00P.M. If you desire additional information or have any questions, please contact the (831) 638-3383.

San Benito County promotes fair housing and makes all of its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

NOTICIA PUBLICAMENTE DADO QUE la Mesa de Acción Comunitaria del Condado de San Benito conducirá una audiencia pública el día Viernes 31 de marzo del año 2021 a las 4:00 de la tarde. La junta se conducirá a través virtual de ZOOM:

<https://zoom.us/j/97305021797>

Meeting ID:	Meeting ID: 973 0502 1797
Password:	887271
Phone Number:	One tap mobile +1669-900-6833,,973-050-21797#,,,,*887271# US (San Jose)

El condado de San Benito está presentando una solicitud de colaboración con la ciudad de Hollister y San Juan Bautista. El propósito de la audiencia pública es discutir la solicitud de financiamiento bajo la Ronda 2 y 3 de Respuesta al Coronavirus de la Subvención en Bloque para el Desarrollo Comunitario (CDBG) (CDBG-CV2 y CV3) y solicitar la opinión de los ciudadanos y todos los residentes legales, trabajadores agrícolas migrantes, personas de todos los orígenes raciales y personas desfavorecidas, etc. aportes sobre las actividades propuestas que se incluirán en la solicitud.

Las actividades propuestas por CDBG-CV2 / 3 son para mejoras en las instalaciones de los refugios y para los subsidios de operación de los refugios y los vales de hotel bajo una solicitud conjunta con Hollister y San Juan Bautista. Los fondos disponibles para las tres jurisdicciones son: **\$1,150,872**.

Las actividades elegibles bajo el programa CDBG incluyen actividades de Desarrollo Comunitario que incluyen Servicios Públicos para responder a los impactos de COVID-19, pagos de subsistencia a corto plazo para hogares en riesgo de desalojo y / o falta de vivienda y costos de vivienda para aquellos que salen de la falta de vivienda, operaciones de refugios para personas sin hogar y salud y servicios de apoyo a la educación; Mejorando las instalaciones públicas y la infraestructura con un nexo COVID-19 documentado; Adquisición de instalaciones públicas, incluidas instalaciones de atención médica, refugios de emergencia y viviendas para personas sin hogar en respuesta al impacto de COVID-19; asistencia de vivienda para la adquisición y / o rehabilitación de viviendas de baja moderada y desarrollo económico para apoyar la asistencia comercial y la asistencia a microempresas.

**AVISO DE DISCAPACIDAD ALOJAMIENTO:** Si usted requiere alojamiento para participar en esta audiencia pública, favor de llamar a Andi Anderson al teléfono (831) 902-2741 entre las horas 8:00 de la mañana y 5:00 de la tarde con 48 horas antes de la audiencia pública. Personas con incapacidades de oídos pueden llamar al TDD/TTY por teléfono al número (831) 637-3265. Un traductor en español estará disponible en la audiencia para aquellos que necesiten de los servicios.

Miembros del publico son invitados a dar sus comentarios durante la audiencia pública el 31 de marzo del año 2021 a las 4 de la tarde. Si usted no puede asistir a esta audiencia pública, puede dirigir sus comentarios por escrito a la oficina de Community Services & Workforce Development, 1111 San Felipe Road, #107, Hollister, CA 95023 o por el correo electrónico [aanderson@cosb.us](mailto:aanderson@cosb.us). Si desea información adicional o si tiene alguna pregunta sobre la anterior, podrá llamar al (831) 638-3383.

El Condado promociona viviendas justas y hace saber de todos los programas que están disponibles para familias de bajos ingresos y ingresos moderados. No discrimina por edad, raza, color, religión, sexo, nacionalidad, preferencia sexual, o estado matrimonial, o incapacitados.