



# City of San Juan Bautista

*The "City of History"*

[www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us)

## **CITY COUNCIL REGULAR MEETING TUESDAY, JULY 18, 2023, 5:00 P.M.**

### **HYBRID MEETING**

**City Hall, Council Chambers**  
311 Second Street, San Juan Bautista, California

## **AGENDA**

### **TELECONFERENCE NOTICE**

Pursuant to California Government Code Section §54953(b)(3), this City Council regular meeting will include teleconference participation by Mayor Leslie Jordan from *Hilton Garden Inn Shelton, 25 Old Stratford Road, Shelton, Connecticut 06484*. The teleconference location shall be accessible to the public for the open session portion of the meeting pursuant to California Government Code Section §54954.3

### **ZOOM WEBINAR PARTICIPATION**

The meeting can also be accessed by the public in the following methods: Through Zoom (<https://zoom.us/join>) per the instruction stated below, and on Facebook.

*Please note: if all Council Members are present in person, public participation by Zoom or viewing on Facebook is for convenience only and is not required by law. If the Zoom or Facebook feed is lost for any reason the meeting may be paused while a fix is attempted but the meeting may continue at the discretion of the presiding officer.*

### **JOIN ZOOM WEBINAR TO PARTICIPATE LIVE**

<https://us02web.zoom.us/j/88373320235>

To participate telephonically:  
**call 1 (669) 900-6833**  
**Webinar ID: 883 7332 0235**

#### **1. CALL TO ORDER**

- A. Pledge of Allegiance – Councilmember Sabathia
- B. Roll Call

#### **2. CLOSED SESSION – 5:00 P.M. – 6:00 P.M.**

*Receive public communications from the audience on Closed session items. The City Council will recess to closed session pursuant to:*

- a. **Public Employee Performance Evaluation – (California Government Code section §54957(b)(1)) – the City Manager.**

### 3. PROCLAMATION

- A. National Health Center Week, August 6-12, 2023
- B. Agricultural Worker Health Center Day, August 8, 2023

### 4. CONSENT

*All matters listed under the San Juan Bautista City Council Consent Agenda may be enacted by one motion unless a member of the City Council or the public requests discussion or a separate vote.*

- A. Approve the Affidavit of Posting Agenda.
- B. Waive the Reading of Ordinances and Resolutions on the Agenda Beyond the Title.
- C. Approve a **RESOLUTION** Confirming the Continued Existence of Two Local Emergencies Related to Excessive Winter Storms Affecting the City of San Juan Bautista.
- D. Approve a **RESOLUTION** Making Certain Findings and Determinations in Compliance with Section XIIB of the California Constitution (Gann Initiative).
- E. Approve a **RESOLUTION** Awarding a Contract for the Community Hall Acoustical Upgrade Project to Pacific Sound Control in the amount of \$85,500; Approve a project Contingency Fund for \$8,550; Approve \$15,000 for Construction and Inspection Services; and Authorize the City Manager to Approve Potential Contract Change Orders and other Construction Contingencies within said Fund.
- F. Approve the Special Meeting Minutes of May 25, 2023.
- G. Approve the Special Community Town Hall Meeting Minutes of June 2, 2023.
- H. Approve the Special Implementation Planning Session Meeting Minutes of June 3, 2023.
- I. Approve the Special Budget Meeting Minutes of June 6, 2023.
- J. Approve the Special Meeting Minutes of June 13, 2023.

### 5. PUBLIC HEARING

- A. **Resolution for Approval of the Annual Levy Community Facilities District (CFD No. 2018-01 (“Copperleaf” and “Rancho Vista” Neighborhoods))**

Recommendation: Approve a **RESOLUTION** Levying the Annual Special Tax for Fiscal Year 2023/24 for Community Facilities District No. 2018-01.

### 6. GENERAL PUBLIC COMMENT

*Public comments are generally limited to three minutes per speaker on items that are not on the agenda, and are under the City’s subject matter jurisdiction. The Mayor may further limit the time for public comments depending on the agenda schedule.*

### 7. PRESENTATIONS

- A. Fire District Feasibility Study  
*Receive presentation from Fire Chief Martin Del Campo on the Request for Proposals (RFP) that was released on the Fire Study.*
- B. July 4, 2023 Fireworks Compliance De-Briefing



## 8. INFORMATIONAL ITEMS AND REPORTS

- A. Reports from City Council Representatives to Regional Organizations and Committees
- B. City Council Announcements  
*This is an opportunity for the Council and staff to share the community calendar and announce upcoming dates of interest to the general public.*
- C. Treasurer's Report and Monthly Financial Statements  
Receive Report from City Treasurer Michelle Sabathia.
- D. City Manager's Report
  - a. Fire Department Update
  - b. Sheriff Department Update

## 9. ACTION ITEMS

*The Recommendation indicates the staff recommendation at the time the agenda was prepared. That recommendation does not limit the City Council alternative actions on any matter before it.*

### A. Designate League of California Cities Voting Delegate

Recommendation: Approve a **RESOLUTION** Designating a Voting Delegate and Alternate for the League of California Cities Annual Conference and Expo, September 20-22, 2023.

### B. Accept First Annual Report of the Economic Development Citizen Advisory Committee (EDCAC) - a Standing Committee of the City Council for Business Improvement, Resiliency, and Overall Community Economic Development

Recommendation: Accept the report of the EDCAC and direct staff and the committee toward preparation of an economic development strategy for San Juan Bautista

### C. Approve the Amended Agreement with City of Hollister for Domestic Wastewater Treatment and Disposal

Recommendation: Approve a **RESOLUTION** Authorizing the Mayor to Execute the Amended Agreement for Domestic Wastewater Treatment and Disposal with the City of Hollister.

### D. Approve the Purchase of Environmental Conservation Credits Related to the Decommissioning of the Wastewater Treatment Plan

Recommendation: Approve a **RESOLUTION** Authorizing the City Manager to Execute an Agreement for the Purchase of Conservation Credits in the amount of \$468,000 to Mitigate the Unavoidable Adverse Impacts caused by Building the Sewer Force Main to Hollister, and the Decommission of the Wastewater Treatment Plant.

### E. Accept the 2022-23 Pavement Management Program Project Improvements, Which Include Streets, Curb and Gutter, Sidewalk, and ADA Compliant Ramp, and Release All Retentions and Performance Bonds to McKim Construction

Recommendation: Approve a **RESOLUTION** accepting the 2022-23 pavement management program project improvements, which include streets, curb and gutter, sidewalk, and ADA compliant ramp, and release all retentions and performance bonds to McKim Construction and close the project.

**F. Appoint a City Attorney Ad-Hoc Selection Subcommittee**

Recommendation: Appoint Two (2) Councilmembers to a City Attorney Ad-Hoc Selection Committee and Approve the Selection Process Outlined in the Attached Request for Qualifications (“RFQ”).

**G. Planning Commission/Historic Resources Board Vacancy**

Recommendation: Appoint an Ad Hoc Committee to Review Candidate Applications for Planning Commission/Historic Resources Board and make a Recommendation to the City Council.

**10. DISCUSSION ITEMS**

- A. Accept The San Benito County Comprehensive Economic Development Strategy (CEDS); Consider Planning Commission Additional Community And Staff Recommendations
- B. Discuss financing options for City of San Juan Bautista Sanitary Sewer Force Main To Hollister Project
- C. Revising Title 13 “Violations” by Repealing and Replacing Article 4 “Noticed Nuisance Abatement Procedure” and Article 5 “Emergency Nuisance Abatement Procedures” of Chapter 1 “Enforcement” by Adoption of an Ordinance Entitled “Alternative Public Nuisance Abatement Procedures.”
- D. Revisiting Zoning Code Section 11-04-110 Regarding Regulation of Large-Scale Retail Business, Formula Retail or Formula Restaurant Business, and Formula Visitor Accommodations.

**11. ADJOURNMENT**

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**Elizabeth Soto, Deputy City Clerk**

**AGENDA MATERIAL / ADDENDUM**

Any addendums will be posted not later than 72-hours before regular meetings or 24-hours of special meetings, unless otherwise allowed under the Brown Act. City Council reports may be viewed at the City of San Juan Bautista City Hall at 311 Second Street San Juan Bautista, and are posted 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 Deputy City Clerk Elizabeth Soto at [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) or calling (831) 623-4661 during normal business hours.

In compliance with the Americans with Disabilities Act, and Govt. Code 54953(a), 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 §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.

## **PUBLIC COMMENT PROCEDURES**

If you wish to make a general public comment and are attending in person, please fill out a speaker card. If you are attending via Zoom, join the Zoom Webinar, and use the "Raise Hand" or if joining by telephone, press \*9 on your telephone keypad icon.

## **SUBMISSION OF PUBLIC COMMENTS**

Written comments may be submitted via mail 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) no later than 3:00 p.m. on the day of the meeting. Written comments will be read into the record provided that the reading does not exceed three (3) minutes.

## **PUBLIC NOTIFICATION**

This agenda was posted on Friday, July 14, 2023, on the bulletin board at City Hall, 311 Second Street, the bulletin board at the City Library, 801 Second Street, the bulletin board at the entrance to the United States Post Office, 301 The Alameda, and the City's website. Meetings are streamed live at <https://www.facebook.com/cityofsanjuanbautista/>.

**San Juan Bautista  
California**



**~ National Health Center Week, August 6-12, 2023 ~**

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

**WHEREAS**, As the country's largest primary care network, Community Health Centers are the health care home for over 30 million Americans in over 14,000 communities across the nation; and

**WHEREAS**, Community Health Centers are a critical element of the health system, serving rural, suburban, frontier, and urban populations, and often providing the only accessible and dependable source of primary care in their communities; and

**WHEREAS**, Community Health Centers serve as beacons of essential resources and support in the face of disasters and pandemics and will continue to respond quickly to care for America's most vulnerable and underserved communities. Community Health Centers have administered over 22 million COVID-19 tests and over 24 million vaccines to date; and

**WHEREAS**, Community Health Centers nationally support more than 500,000 direct and indirect jobs, including physicians, nurse practitioners, physician assistants, licensed family therapists, and certified nurse-midwives who work as part of multi-disciplinary clinical teams designed to treat the whole patient.

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

**WHEREAS**, this year's theme: "The Roadmap to Stronger America" is to highlight the achievements and amazing work being done at Community Health Centers in every state and territory.

**NOW, THEREFORE**, I, Mayor Leslie Jordan, on behalf of the San Juan Bautista City Council, do hereby proclaim **AUGUST 6-12, 2023**, as **NATIONAL HEALTH CENTER WEEK**, and encourage all residents to visit their local health center and celebrate the important partnership between America's Community Health Centers and the communities they serve.

*Dated this 18th day of July 2023.*

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*Mayor Leslie Q. Jordan*

***San Juan Bautista  
California***



***~ AGRICULTURAL WORKER HEALTH DAY, AUGUST 8, 2023 ~***

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

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

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

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

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

***NOW, THEREFORE***, I Mayor Leslie Jordan, on behalf of the San Juan Bautista City Council, do hereby proclaims the 8th of August 2023, as "Agricultural Worker Health Day" in the City of San Juan Bautista.

*Dated this 18th day of July 2023.*

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*Mayor Leslie Q. Jordan*

## **AFFIDAVIT OF POSTING**

I, Elizabeth Soto, Do Now Declare, Under the Penalties of Perjury That I Am the Deputy City Clerk / Administrative Services Manager in the City of San Juan Bautista and That I Posted Three (3) True Copies of the attached City Council Agenda. I Further Declare That I Posted Said Agenda on the 13th day of July 2023, and in the Following Locations in said City of San Juan Bautista, County of San Benito, California.

1. On The Bulletin Board at City Hall, 311 Second Street.
2. On The Bulletin Board at The City Library, 801 Second Street.
3. On The Bulletin Board at The Entrance to The United States Post Office, 301 The Alameda

Signed at San Juan Bautista, County of San Benito, California, on the 13th day of July 2023.

  
\_\_\_\_\_  
Elizabeth Soto  
Deputy City Clerk / Administrative Services Manager

## **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.

GC § 36934

**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
CONFIRMING THE CONTINUED EXISTENCE OF TWO LOCAL EMERGENCIES  
RELATED TO EXCESSIVE WINTER STORMS AFFECTING THE CITY OF SAN  
JUAN BAUTISTA**

**WHEREAS**, the California Emergency Services Act (Cal. Gov't. Code §§8550-8668) requires the governing body of a city to review the need for continuing a local emergency that has previously been declared at least once every 60 days; and

**WHEREAS**, on January 12, 2023, the City Manager acting as the Director of Emergency Services (Municipal Code 5-33-030) proclaimed a state of emergency in the City of San Juan Bautista to facilitate the City's response to excessive winter storms, which proclamation was subsequently ratified by the City Council by Resolution No. 2023-01 on January 17, 2023; and

**WHEREAS**, on March 10, 2023, the City Manager acting as the Director of Emergency Services (Municipal Code 5-33-030) proclaimed a second state of emergency in the City of San Juan Bautista due to excessive winter storms and flooding, which proclamation was subsequently ratified by the City Council by Resolution No. 2023-17 on March 15, 2023; and

**WHEREAS**, this Council reviewed the need for continuing the two local emergencies on March 21, 2023, reviewed the need for continuing the two local emergencies on May 16, 2023 and on June 13, 2023; and

**WHEREAS**, state and local public health and safety emergencies resulting from excessive winter storm activities continue pose a threat to the health and safety of residents in the City of San Juan Bautista.

**NOW, THEREFORE**, be it resolved by the City Council of the City of San Juan Bautista, that:

1. The City Council hereby finds and declares that both the local emergencies described in this Resolution continue to exist and shall be deemed to continue to exist until their termination is proclaimed by the City Council of the City of San Juan Bautista, California.

**PASSED AND APPROVED** at a duly noticed regular meeting of the City Council of the City of San Juan Bautista duly held on the 18th day of July, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



**APPROVED:**

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Leslie Q. Jordan, Mayor

**ATTEST:**

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Elizabeth Soto, Deputy City Clerk

**RESOLUTION NO. 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
MAKING CERTAIN FINDINGS AND DETERMINATIONS IN COMPLIANCE WITH  
SECTION XIIB OF THE CALIFORNIA CONSTITUTION (GANN INITIATIVE)**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN JUAN  
BAUTISTA** that in compliance with Section XIIB of the Constitution of the State of California,  
the following is hereby found and determined:

1. That the appropriation subject to limitation for the current fiscal year 2022-23 was found to be \$1,354,836;
2. That during the fiscal year 2022-23 the California per capita income increased 1.0755%; and the population of San Juan Bautista increased 1.06%;
3. That the appropriation subject to limitation for fiscal year 2023-2024 is \$1,438,621.

**PASSED AND APPROVED** by the City Council of the City of San Juan Bautista on this 18th day of July 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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Leslie Q. Jordan, Mayor

**ATTEST:**

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Elizabeth Soto, Deputy City Clerk



## CITY OF SAN JUAN BAUTISTA STAFF REPORT

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**DATE:** JULY 18, 2023

**FROM:** JERRY SANGUINETTI, CITY ENGINEER

**BY:** DON REYNOLDS, CITY MANAGER

**TITLE:** AWARD OF CONTRACT FOR THE COMMUNITY HALL  
ACOUSTICAL UPGRADE PROJECT

### **RECOMMENDED ACTION(S):**

That the City Council:

1. Adopt the attached resolution awarding the contract for the Community Hall Acoustical Upgrade Project to Pacific Sound Control, the low bidder, for an amount of \$85,500.
2. Approve a project contingency fund of \$8,550.
3. Approve \$15,000 for construction management and inspection services, for a total budget of \$109,550
4. Authorize the City Manager to approve potential contract change orders and other construction contingencies within said fund.

### **BACKGROUND INFORMATION:**

The San Juan Bautista Community Hall, located at 10 San Jose Street, is regularly used by the San Juan Bautista community for group and organizational meetings, events, celebrations, and public meetings. It is ideal for a variety of uses because it has an open floor plan, a kitchen facility, and restrooms. However, the acoustics in the building are very poor due to the fact that all of the existing floor, wall, and ceiling surfaces are made up of hard flat materials. When occupied, attendees struggle with the very loud sound reverberation that echoes off of these surfaces.

In 2017, the City commissioned a study by Edward L. Pack Associates, Inc – a firm specializing in acoustics analysis – to evaluate the acoustical problem at the Community Hall and provide a recommendation for improving it. Their report, dated October 20, 2017, came up with the following findings and recommendations:

- The acoustical environment of a space is typically described and controlled by the Reverberation Time (RT) or “echo”, which is a function of the sound absorption of the interior finishes.
- Hard, flat surfaces (such as those found in the Community Hall) absorb little sound and reflect the sound energy.
- The optimum RT is 1.40 seconds for the Community Hall when occupied. However, the actual measured RT is 3.51 seconds.
- Achieving the desired RT of 1.40 seconds can be achieved by installing sound absorbing panels and diffusers on the walls and ceiling of the Community Hall. Given the multifaceted use of the facility, no treatment of the floor was recommended.

## **DISCUSSION:**

### **Project Description**

The project scope that was the basis for the bid was generated from the Edward Pack recommendations. The walls will receive a total of 29 acoustical panels (combination of 4’x8’ and 2’x8’ in size) and 7 acoustic diffusers. The ceiling will receive 96 panels (2’x8’ in size). The panels will be mechanically fastened to the wall and ceiling surfaces and are designed to be impact resistant and meet fire code requirements.

The time for completion is estimated to be 5-6 weeks from the commencement of work. The City has set up the contract so that weekend use of the Community Hall will still be allowed during the course of construction. Midweek use, however, will not be allowed. The contractor is expected to set up a material and equipment storage unit adjacent to the facility to accommodate weekend use.

### **Advertising-Bid Process and Results**

Bid documents and estimate were prepared by staff and a Notice to Bidders was published once in the Hollister Free Lance. Staff sent the Notice to Bidders to eight Builders Exchanges, covering Alameda County, Santa Clara County, Contra Costa County, the Peninsula area, and the San Francisco Bay Area.

One (1) bid was received and opened on June 22, 2023. The lowest responsible and responsive bidder is Pacific Sound Control, Inc. with a corporate office in Santa Ana, California. Pacific Sound Control specializes in interior acoustic improvements and their bid amount is lower than the engineer’s estimate, which is why the contract award is recommended.

### **Recommendations**

Staff recommends that the City Council accept the bid received, and award the contract to Pacific Sound Control, Inc.

Staff further recommends awarding a construction budget that includes a 10% contingency to address potential unforeseen conditions during construction, administration, and project closeout. Breakdown of project construction costs is as follows:

Construction Contract	\$	85,500.00
Construction Contingency	\$	8,550.00
<u>Construction Manager and Inspection Services</u>	<u>\$</u>	<u>15,000.00</u>
Total Authorized Project Budget	\$	109,550.00

**FISCAL IMPACT:**

Ongoing maintenance and repair costs will be performed by City staff or contractors once completed.

**SCHEDULE:**

The following is the tentative schedule for this project. An actual schedule will be developed and confirmed with the contractor based upon completion of the required contract documents, approval of pre-submittals, and their availability. Extended lead times for structure have been accounted for in the 25 Business Day “Contract Time” identified in the project documents.

Award Construction Contract	July 18, 2023
Building Permit Issued	Aug 11, 2023
Begin Construction	Aug 21, 2023
Construction Completion	Sept 22, 2023

**ATTACHMENTS**

1. Resolution and Contract

## **RESOLUTION 2023 – XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AWARDING A CONTRACT FOR THE COMMUNITY HALL ACOUSTICAL UPGRADE**

**WHEREAS**, the City budgeted \$125,000 in CIP 21.24 for the Community Hall Acoustical Upgrade in Fiscal Year between Fiscal Year 20/21 and Fiscal Year 23/24; and

**WHEREAS**, the estimated cost of the project was \$110,000 when bids were formally solicited in May 2023; and

**WHEREAS**, the bidding closed June 22, 2023, and one bid was received and publicly opened as summarized in the attached bid tabulation: and

**WHEREAS**, the City Engineer for the City of San Juan Bautista analyzed the bid results and recommends that the contract for said project be awarded to the lowest responsible bidder, Pacific Sound Control, for an amount of \$85,500; and

**WHEREAS**, the City has \$125,000 in funds budgeted in the CIP 21.24 budget, applying \$50,000 from developer impact fees for Public Facilities and the additional \$75,000 appropriated in the current Fiscal Year Budget from the General Fund Reserve.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Juan Bautista that;

1. The City Manager is hereby authorized to award a contract to the lowest responsible bidder, Pacific Sound Control, in an amount not to exceed \$85,500.
2. The City Manager is hereby authorized to approve contract change orders in an amount not to exceed \$8,550.
3. Appropriating \$15,000 for construction manager and inspection costs for a total cost estimated to be \$109,550.

**PASSED AND ADOPTED** at a regular meeting of the San Juan Bautista City Council on the 18<sup>th</sup> day of July, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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Leslie Q. Jordon, Mayor

**ATTEST:**

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Elizabeth Soto, Deputy City Clerk

# **COMMUNITY HALL ACOUSTICAL UPGRADE PROJECT**



## **CITY OF SAN JUAN BAUTISTA**

311 Second Street  
P.O. Box 1420  
San Juan Bautista, CA 94045  
(831) 623-4661

## **MEMBERS OF THE CITY COUNCIL**

Leslie Q. Jordan, Mayor  
John Freeman, Vice Mayor  
EJ Sabathia, Jackie Morris-Lopez, Scott Freels

Don Reynolds  
Robert Rathie  
Jerry Sanguinetti

City Manager  
City Attorney  
City Engineer



## CONTRACT

This public works contract ("Contract") is entered into by and between the City of San Juan Bautista, ("City") and **Pacific Sound Control, Inc.** ("Contractor"), for work on the **Community Hall Acoustical Upgrade Project** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On **July 18, 2023**, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all the following:
  - 2.1 Notice Inviting Bids;
  - 2.2 Instructions to Bidders;
  - 2.3 Addenda, if any;
  - 2.4 Bid Proposal and attachments thereto;
  - 2.5 Contract;
  - 2.6 Payment, Performance and Warranty Bonds;
  - 2.7 General Conditions;
  - 2.8 Special Conditions;
  - 2.9 Project Drawings and Specifications;
  - 2.10 Change Orders, if any;
  - 2.11 Notice of Award;
  - 2.12 Notice to Proceed; and
  - 2.13 The following:

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List additional documents here, if any, including the document date if there are multiple versions. If there are no additional documents, write "No other documents" in the space above.

3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a

professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, **City will pay Contractor \$85,500 ("Contract Price")** for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the **bid schedule provided as Appendix 'C'** and the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will **fully complete the Work for the Project within Twenty-five (25) Working Days ("Working Days" for purposes of this Contract are defined as Monday through Thursday)** from the Notice To Proceed Date as specified in the "Contract Time". By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time of **25 Working Days ("Working Days" for purposes of this Contract are defined as Monday through Thursday)**, City will assess liquidated damages in the amount of **\$500 per calendar day** for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
  - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
  - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
  - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.

8. **Workers' Compensation Certification.** Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

**City:**

Name: Don Reynolds, City Manager

Address: 311 Second Street

City/State/Zip: San Juan Bautista, CA 95045

Phone: (831) 623-4661

Email: citymanager@san-juan-bautista.ca.us

Copy to: [jsanguinetti@mnsengineers.com](mailto:jsanguinetti@mnsengineers.com)

**Contractor:**

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

Address:\_\_\_\_\_

City/State/Zip:\_\_\_\_\_

Phone:\_\_\_\_\_

Attn:\_\_\_\_\_

Email:\_\_\_\_\_

Copy to:\_\_\_\_\_

## **12. General Provisions.**

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of San Benito County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation,

signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

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

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

Attest:

s/ \_\_\_\_\_

\_\_\_\_\_  
Name/Title

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

**CONTRACTOR:** \_\_\_\_\_

Business Name

s/ \_\_\_\_\_

Seal:

\_\_\_\_\_

Name/Title

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

Second Signature (See Section 12.7):

s/ \_\_\_\_\_

\_\_\_\_\_

Name/Title

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

\_\_\_\_\_

Contractor's California License Number(s) and Expiration Date(s)

***END OF CONTRACT***

## PAYMENT BOND

The City of San Juan Bautista (“City”) and \_\_\_\_\_ (“Contractor”) have entered into a contract, dated \_\_\_\_\_, 2023 (“Contract”) for work on the **Community Hall Acoustical Upgrade Project** (“Project”). The Contract is incorporated by reference into this Payment Bond (“Bond”).

1. **General.** Under this Bond, Contractor as principal and \_\_\_\_\_, its surety (“Surety”), are bound to City as obligee in an amount not less than \$ \_\_\_\_\_, under California Civil Code sections 9550, et seq.
2. **Surety’s Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code section 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code section 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety’s obligations under this Bond will be null and void. Otherwise, Surety’s obligations will remain in full force and effect.
- +5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code section 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 2023. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY:

\_\_\_\_\_

Business Name

s/ \_\_\_\_\_

\_\_\_\_\_

Name/Title

(Acknowledgment with Surety's Notary Seal and Surety's Power of Attorney must be attached.)



CONTRACTOR: \_\_\_\_\_

Business Name

s/ \_\_\_\_\_

\_\_\_\_\_

Name/Title

s/ \_\_\_\_\_

\_\_\_\_\_

Name/Title

APPROVED BY CITY:

s/ \_\_\_\_\_

\_\_\_\_\_

Name/Title

***END OF PAYMENT BOND***

## PERFORMANCE BOND

The City of San Juan Bautista (“City”) and \_\_\_\_\_ (“Contractor”) have entered into a contract, dated \_\_\_\_\_, 2023 (“Contract”) for work on the **Community Hall Acoustical Upgrade Project** (“Project”). The Contract is incorporated by reference into this Performance Bond (“Bond”).

1. **General.** Under this Bond, Contractor as Principal and \_\_\_\_\_, its surety (“Surety”), are bound to City as obligee for an amount not less than \$\_\_\_\_\_. By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors, and assigns, jointly and severally, to the provisions of this Bond.
2. **Surety’s Obligations.** If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract, Surety’s obligations under this Bond will become null and void upon City’s acceptance of the Project, excluding any exceptions to acceptance, if any. Otherwise, Surety’s obligations will remain in full force and effect until expiration of the one-year warranty period under the Contract.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code sections 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City that Contractor is in default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:

- 5.1** Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
- 5.2** Arrange for completion of the Work under the Contract by a contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
- 5.3** Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
- 6. Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
- 7. Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:
- Attn: \_\_\_\_\_
- Address: \_\_\_\_\_
- City/State/Zip: \_\_\_\_\_
- Phone: \_\_\_\_\_
- Email: \_\_\_\_\_
- 8. Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
- 9. Effective Date; Execution.** This Bond is entered into and effective on \_\_\_\_\_, 2023. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: \_\_\_\_\_

Business Name

s/ \_\_\_\_\_

---

Name/Title

(Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney must be attached.)

CONTRACTOR: \_\_\_\_\_

Business Name

s/ \_\_\_\_\_

---

Name/Title

s/ \_\_\_\_\_

---

Name/Title

APPROVED BY CITY:

s/ \_\_\_\_\_

---

Name/Title

**END OF PERFORMANCE BOND**

## WARRANTY BOND

The City of San Juan Bautista ("City") and \_\_\_\_\_ ("Contractor") entered into a contract, dated \_\_\_\_\_, 2023 ("Contract") for work on the **Community Hall Acoustical Upgrade Project** ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Warranty Bond, Contractor as principal and \_\_\_\_\_, its surety ("Surety"), are bound to City as obligee in the maximum amount of 15% of the final Contract Price, unless otherwise specified in the Contract Documents.
2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one-year period commencing with City's acceptance of the Project ("Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and remedies, at its sole expense, any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
4. **Waiver.** Surety waives the provisions of Civil Code sections 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:  
  
Attn: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
City/State/Zip: \_\_\_\_\_  
  
Phone: \_\_\_\_\_
6. **Law and Venue.** This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on \_\_\_\_\_, 2022. Three identical counterparts of this Bond, each of which is deemed an original for all purposes, are hereby executed and submitted.

SURETY: \_\_\_\_\_

Business Name

s/ \_\_\_\_\_

---

Name/Title

(Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney must be attached.)

CONTRACTOR: \_\_\_\_\_

Business Name

s/ \_\_\_\_\_

---

Name/Title

s/ \_\_\_\_\_

---

Name/Title

APPROVED BY CITY:

s/ \_\_\_\_\_

---

Name/Title

## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS

**Definitions.** The following definitions apply to all of the Contract Documents unless otherwise indicated. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “workday” or “working day.”

**Allowance** means a specific amount that must be included in the Bid Proposal for a specified purpose.

**Article**, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

**Change Order** means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

**City** means the municipality which has entered into the Contract with Contractor for performance of the Work, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

**City Engineer** means the City Engineer for City and his/her authorized delegate(s).

**Claim** means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; or a written demand by Contractor objecting to the amount of Final Payment.

**Contract** means the signed agreement between City and Contractor.

**Contract Documents** means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment, performance and warranty bonds; the General Conditions; the Special Conditions; the Project Drawings and Specifications; any Change Orders; and any other documents expressly made part of the Contract Documents.

**Contract Price** means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as amended by Change Order or adjusted for an Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies or equipment following submission of the Bid Proposal.

**Contract Time** means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

**Contractor** means the individual, partnership, corporation, or joint-venture that has signed the Contract with City to perform the Work.

**Day** means a calendar day unless otherwise specified.

**Design Professional** means the licensed individual(s) or firm(s) retained by City to provide architectural or engineering services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

**DIR** means the California Department of Industrial Relations.

**Drawings** means the City-provided plans and graphical depictions of the Project requirements and does not include Shop Drawings.

**Engineer** means the City Engineer for the City of San Juan Bautista and his or her authorized delegate

**Extra Work** means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

**Final Completion** means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the warranty bond, instructions and manuals, product warranties, and as-built drawings.

**Final Payment** means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld pursuant to the Contract Documents, including liquidated damages, up to 125% of the amount of any unreleased stop notice, amounts subject to setoff, up to 150% of any unresolved third-party claim for which Contractor is required to indemnify City, and up to 150% of any amount in dispute as authorized by Public Contract Code section 7107.

**Furnish** means to purchase and deliver for the Project.

**Hazardous Materials** means any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.

**Including**, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

**Inspector** means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all applicable codes, regulations, and permits.

**Install** means to fix in place for materials, and to fix in place and connect for equipment.

**Plans** has the same meaning as Drawings.

**Project** means the public works project referenced in the Contract.



**Project Manager** means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegee(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the City Engineer.

**Request for Information or RFI** means Contractor's written request for information submitted to City, in the manner and format specified by City, about the Contract Documents, the Work or the Project.

**Revocable** means the possibility of being revoked at any time, including before, during, or after bid opening and awarded at the sole discretion of the City. The City shall retain the right to decrease or increase the amount of a contract item of work or eliminate in its entirety via a Change Order. (Refer to Note on Page 14 under Bid Schedule)

**Section**, as used in these General Conditions, means a numbered Section of the General Conditions, unless otherwise indicated by the context, e.g., statutory references.

**Shop Drawings** means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Drawings and Specifications.

**Specialty Work** means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and not by the Contractor.

**Specifications** means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into this Project by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

**Subcontractor** means an individual, partnership, corporation, or joint-venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors, suppliers, fabricators, and equipment lessors of all tiers, unless otherwise indicated by the context.

**Technical Specifications** means Specifications.

**Work** means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

**Work Day or Working Day**, whether or not capitalized, means a weekday **Monday through Thursday** when the City is open for business, and does not include holidays observed by the City.

**Worksite** means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging or fabrication.

## ARTICLE 2 - ROLES AND RESPONSIBILITIES

### 2.1 City

- (A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the City Manager and City Engineer.
- (B) **Engineer or City Engineer.** The Engineer (City Engineer), acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.
- (C) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Contract Documents. The Design Professional's interpretation of the Drawings or Specifications is final and conclusive.

### 2.2 Contractor

- (A) **General.** Contractor must provide all labor, materials, supplies equipment and services and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economic and efficient manner in the best interests of City, and with minimal inconvenience to the public.
- (B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested, but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to the Worksite, by any cause including fire, earthquake, wind, weather, vandalism or theft.
- (C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) ***On-Site Superintendent.*** Contractor must, at all times during performance of the Work, provide a qualified and competent superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until the approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) ***Standards; Compliance.*** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents and all applicable laws, regulations, codes, standards, and permits, including City's municipal code, rules, and regulations, and any orders of the administrative or judicial bodies with jurisdiction over the Work

(F) ***Meetings.*** Contractor, its project manager and superintendent and the Subcontractors requested by City, must attend a Pre-Construction Conference, if requested by City, as well as weekly Project progress meetings with City that City will schedule.

(G) ***Responsible Party.*** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(H) ***Correction of Defects.*** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts or equipment. Workmanship, materials, parts or equipment that do not conform to the requirements under the Drawings, Specifications and every other Contract Document, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. However, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor.

(I) ***Contractor's Records.*** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos and electronic records. Project records subject to this provision include, but are not limited to, Project cost records and records relating to preparation of Contractor's bid.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work,

including, but not limited to, costs for labor, materials and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project records in an organized manner for a period of four years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's Project records relating to the Project or to investigate Contractor's plant or equipment during Contractor's normal business hours.

(J) ***Copies of Project Documents.*** Contractor and its Subcontractors must keep copies, at the Project site, of the Work-related documents, including the Contract, permit(s), Drawings, Specifications, Addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, and any related written interpretations. The Contract Documents, as-built drawings, and all Worksite copies must be available to City for reference at all times.

## **2.3 Subcontractors**

(A) ***General.*** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequately trained workforce. Each Subcontractor must obtain a City business license before performing any Work.

(B) ***Contractual Obligations.*** Contractor must require every Subcontractor to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, and to likewise bind their subcontractors or suppliers. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) ***Termination.*** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if City accepts the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) ***Substitution of Subcontractor.*** If Contractor requests substitution of a listed Subcontractor under Public Contract Code section 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing.

## **2.4 Coordination of Work**

(A) **Concurrent Work.** City reserves the right to perform or to have performed other work on or adjacent to the Project site while the Work is being performed. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors and subcontractors. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any utility company or agency or another contractor or subcontractor.

(B) **Defects.** Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work.

**2.5 Submittals.** Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance all schedules, Shop Drawings, samples, product data and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project.

(C) **Required Contents.** Each submittal must include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s).

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk,

and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, or Inspector.

(G) ***Excessive RFIs.*** A RFI will be considered excessive or unnecessary if City determines that, the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

**2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.

## ARTICLE 3 - CONTRACT DOCUMENTS

### 3.1 Interpretation of Contract Documents.

(A) ***Drawings and Specifications.*** The Drawings and Specifications included in the Contract Documents are complementary and approximate. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Drawings and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Drawings and Specifications, the Specifications will control. Detailed Drawings take precedence over general Drawings, and large scale Drawings take precedence over smaller scale Drawings. Any arrangement or division of the Drawings and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Drawings or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including under the Drawings or Specifications, Contractor must immediately submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on Contractor. If Contractor proceeds with the related Work before obtaining City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. City will not extend the Contract Time due to Contractor's failure to submit a timely RFI to the Engineer.

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) ***Measurements.*** Contractor must verify all relevant measurements at the Worksite before ordering any material or performing any Work, and will be responsible for the correctness of those measurements.

**3.2 Order of Precedence.** Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Notice of Award;
- (F) Special Provisions;
- (G) General Conditions;
- (H) Payment, Performance and Warranty Bonds;
- (I) Specifications;
- (J) Drawings;
- (K) Contractor's Bid Proposal and attachments;
- (L) Notice Inviting Bids;
- (M) Instructions to Bidders;
- (N) the City's standard specifications, as applicable; and
- (O) Any documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications or Caltrans Special Provisions.

**3.3 Caltrans Standard Specifications.** Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications or Special Provisions:

- (A) ***Limitations.*** The "General Provisions" of the Caltrans Standard Specifications, i.e., sections 1 through 9, do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents.
- (B) ***Conflicts or Inconsistencies.*** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications or Special Provisions and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.



(C) **Meanings.** Terms used in the Caltrans Standard Specifications or Special Provisions are to be interpreted as follows:

(1) Any reference to the “Engineer” is deemed to mean the City Engineer.

(2) Any reference to the “Special Provisions” is deemed to mean the Special Conditions, unless the Caltrans Special Provisions are expressly included in the Contract Documents listed in Section 2 of the Contract.

(3) Any reference to the “Department” or “State” is deemed to mean City.

**3.4 For Reference Only.** Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as “For Reference Only.” Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

**3.5 Current Versions.** Unless otherwise specified by City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code or regulation in effect at the time the Contract is signed.

**3.6 Conformed Copies.** If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor’s responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor’s sole expense.

## ARTICLE 4 - BONDS, INDEMNITY, AND INSURANCE

- 4.1 Payment and Performance Bonds.** Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each in the penal sum of not less than 100% of the Contract Price, using the bond forms included with the Contract Documents.
- (A) ***Surety.*** Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.
- (B) ***Supplemental Bonds for Increase in Contract Price.*** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.
- 4.2 Indemnity.** To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers and consultants (individually, an "Indemnatee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, costs and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnatee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code section 9201. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.
- 4.3 Insurance.** No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or

terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protected coverage, blanket contractual, products and completed operations, broad form property damage, vehicle coverage and employer's non-ownership liability coverage, with limits of at least \$2,000,000 per occurrence and at least \$4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least \$2,000,000 combined single-limit per accident for bodily injury, death or property damage.

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) ***Notice.*** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case ten days written notice must be made to City.

(C) ***Waiver of Subrogation.*** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) ***Required Endorsements.*** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, “Additional Insured”) must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or an equivalent form approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by City may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) ***Subcontractors.*** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor’s insurance obligations.

(F) ***Deductibles and Self-Insured Retentions.*** Any deductibles or self-insured retentions that apply to the required insurance (collectively, “deductibles”) in excess of \$100,000 are subject to approval by City, acting in its sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If City determines that the deductibles are unacceptably high, at City’s option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City’s satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

**4.4 Warranty Bond.** As a condition precedent to Final Completion, Contractor must submit a warranty bond, using the form included with the Contract Documents, to guarantee its Work as specified in Article 11, Completion and Warranty Procedures. The warranty bond must be issued by a surety admitted in California for 15% of the final Contract Price or as otherwise specified in the Contract Documents. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City.

## ARTICLE 5 - CONTRACT TIME

**5.1 Time is of the Essence.** Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work on the Project site before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

**5.2 Schedule Requirements.** Contractor must prepare all schedules using standard scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice of Award (or as otherwise specified in the Special Conditions), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not

readily available from material suppliers. Contractor must also retain documentation of the purchase orders date(s).

(B) ***City's Review of Schedules.*** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and must, within seven days, correct the schedule to address them.

(C) ***Progress Schedules.*** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) *Float.* The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) *Failure to Submit Schedule.* Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section, or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to ten percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a waiver of any claims for Excusable Delay or loss of productivity arising when Contractor is out of compliance, subject only to the limits of Public Contract Code section 7102.

(D) ***Recovery Schedule.*** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) ***Effect of Acceptance.*** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed by City. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work, and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) ***Posting.*** Contractor must at all times maintain a copy of the most current City-accepted progress or recovery schedule posted prominently in its on-site office.

(G) ***Reservation of Rights.*** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, or to facilitate City's use of its property. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) ***Authorized Working Days and Times.*** For purposes of this Contract the Contractor is limited to working Monday through Thursday, excluding holidays, during City's normal business hours, except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

### **5.3 Delay and Extensions of Contract Time.**

(A) ***Notice of Delay.*** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) ***Excusable Delay.*** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, and diligence. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13.

(C) ***Non-Excusable Delay.*** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight and diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

- (1) Weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;
- (2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for timely completion of the Work;
- (3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for the timely performance and completion of the Work;
- (4) Foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Worksite or review of the Contract Documents or other information provided or available to Contractor; or

(5) Contractor's financial inability to perform the Work, including insufficient funds to pay its Subcontractors or suppliers.

(D) ***Compensable Delay.*** Pursuant to Public Contract Code section 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay.

(E) ***Recoverable Costs.*** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(F) ***Request for Extension of Contract Time or Recoverable Costs.*** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within ten calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) ***Required Contents.*** The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) ***Delay Days and Costs.*** The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay.



Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable or Compensable Delay, as defined above; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code Section 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop working pending resolution of the dispute but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract Time or compensation for Recoverable Costs is to comply with the Dispute Resolution provisions set forth in Article 12 below.

**5.4 Liquidated Damages.** It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code section 7203, if Contractor fails to achieve Final Completion within the Contract Time, City will charge Contractor in the amount specified in the Contract for each day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including unreleased retention. If there are insufficient Contract

funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) ***Occupancy or Use.*** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) ***Other Remedies.*** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, or for defective materials or workmanship.

## ARTICLE 6 - CONTRACT MODIFICATION

**6.1 Contract Modification and Changes in Work.** Modifications to the Contract are valid and legally binding only if duly authorized by a written and signed Change Order. City may also make changes in the Work without invalidating the Contract. City may direct changes in the Work, which may include Extra Work as set forth in subsection (B) below, or deletion or modification of portions of the Work. Any change in the Work, whether directed by City or pursuant to Contractor's request for a Change Order under Section 6.2 below, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, which may include commensurate changes in the Contract Price or Contract Time as applicable. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation pursuant to Public Contract Code section 7101 based on cost reduction changes or "value engineering," unless otherwise specified in the Special Conditions, or unless expressly authorized in advance in writing by City.

(A) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. In the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(B) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit no later than the following Working Day, a daily report of the Extra Work performed that day and the related costs, together with copies of certified payroll, invoices, and other documentation substantiating the costs ("Extra Work Report"). The Engineer will make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. When an Extra Work Report(s) is agreed on and signed by both City and Contractor, the Extra Work Report(s) will become the basis for payment under a duly authorized and signed Change Order. Failure to submit the required documentation by close of

business on the next Working Day is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(C) ***Remedy for Non-Compliance.*** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

**6.2 Contractor Change Order Requests.** Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) ***Time for Submission.*** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within ten calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) ***Required Contents.*** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) ***Required Documentation.*** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions.

(D) ***Required Form.*** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) ***Certification.*** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any costs, expenses, or time extension request not included herein is deemed waived. Contractor understands that submission of claims which have no basis in fact or which Contractor knows to be false may violate the False Claims Act, as set forth in Government Code sections 12650 et seq."

**6.3 Adjustments to Contract Price.** The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods, but in the order provided with unit pricing taking precedence over the other methods:

(A) ***Unit Pricing.*** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or schedule of values, will apply if unit pricing has previously been provided in Contractor's accepted bid schedule or schedule of values for the affected Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) ***Lump Sum.*** A mutually agreed upon amount for the affected Work with no additional markup to be added for overhead, profit, or other indirect costs.

(C) ***Time and Materials.*** On a time and materials basis, including allowed markup for overhead, profit, and all other indirect costs, and which may include a not-to-exceed limit, calculated as the total of the following sums:

- (1) All direct labor costs plus 15% markup;
- (2) All direct material costs, including sales tax, plus 15% markup;
- (3) All direct plant and equipment rental costs, plus 15% markup.
- (4) All direct subcontract costs plus ten percent markup; and
- (5) Increased bond or insurance premium costs computed at 1.5% of total of the previous four sums.

**6.4 Unilateral Change Order.** If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the amount of compensation or added time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

**6.5 Non-Compliance Deemed Waiver.** Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

## ARTICLE 7 - GENERAL CONSTRUCTION PROVISIONS

### 7.1 Permits and Taxes.

(A) **General.** Contractor must obtain and pay for all permits, fees, or licenses required to perform the Work. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all notices, permits, licenses, and renewals required for the Work.

(B) **Federal Excise Tax.** Contractor must pay for all taxes on labor, material and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

### 7.2 Temporary Facilities. For purposes of this Contract the Contractor shall provide – at Contractor’s sole expense - secured storage of materials, tools, scaffolding, lifts, etc. outside of the Community Hall during the period of Friday through Sunday of each week. Contractor must provide, at Contractor’s sole expense, any and all temporary facilities required by the contractor to complete the Project, including an onsite staging area for material and equipment, a field office, sanitary facilities, utilities, material storage, scaffolding, portable lifts, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation.

A. **Standards.** Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with all applicable federal, state, and local laws, codes, and regulations.

B. **Screening.** Contractor must fence and screen the Project site and staging area, and its operation must minimize inconvenience to neighboring properties.

C. **Utilities.** Contractor must install and maintain the light, power, water and all other utilities required for the Project site if it is not already available.

(D) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City’s property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

(E) **Additional Requirements.** Additional provisions pertaining to temporary facilities may be included in the Specifications or Special Conditions.

### 7.3 Noninterference and Additional Work Areas. Contractor must avoid interfering with City’s use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and always maintain some vehicle and pedestrian access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must notify the affected parties of the pending closure

and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use and dispose of, at its sole expense, any additional Work areas, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** For purposes of this Contract, the Contractor shall provide – at Contractor’s sole expense - secured storage of materials, tools, scaffolding, lifts, etc. outside of the Community Hall during the period of Friday through Sunday of each week. If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

**7.4 Signs.** No signs may be displayed on or about City’s property, except signage which is required by law or by the Contract Documents, without City’s prior written approval as to size, design, and location.

**7.5 Worksite and Nearby Property Protections.**

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Drawings. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City’s property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor’s failure to adequately secure the Work or any Worksite.

(1) Subject to City’s approval, Contractor will provide and install safeguards to protect the Work, the Project site, City’s real or personal property, and the real or personal property of adjacent or nearby property owners.

(2) City’s wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City’s approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City’s request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the

property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(B) ***Securing Project Site.*** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) ***Unforeseen Conditions.*** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Drawings or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) ***Support; Adjacent Properties.*** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by law.

## **7.6 Materials and Equipment.**

(A) ***General.*** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1 below. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) ***City-Provided.*** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must promptly notify City of any defects discovered in City-provided materials or equipment. Contractor is solely responsible for any loss of or



damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) ***Intellectual Property Rights.*** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright protected materials, equipment, devices or processes that are incorporated into the Work. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights in violation of this provision.

## **7.7 Substitutions.**

(A) ***"Or Equal."*** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service.

(B) ***Request for Substitution.*** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval in advance, within the applicable time period provided in the Contract Documents. If no time period is specified, the substitution request may be submitted any time within 35 days after the date of award of the Contract, or sufficiently in advance of the time needed to avoid delay of the Work, whichever is earlier.

(C) ***Substantiation.*** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) ***Burden of Proving Equality.*** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) ***Approval or Rejection.*** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) ***Contractor's Obligations.*** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

## **7.8 Testing and Inspection.**

(A) ***General.*** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and locations during construction and/or fabrication and at any Worksite, including at shops and yards as well as at the Project site. All manufacturers' application or installation

instructions must be provided to the Inspector at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for inspection.

B) ***Scheduling and Notification.*** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing, and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required personnel, may be deducted from payments otherwise due to Contractor.

(C) ***Responsibility for Costs.*** City will bear the initial cost of inspection and testing to be performed by independent testing consultants retained by City, subject to the following exceptions:

- (1) Contractor will be responsible for the costs of any subsequent tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
- (4) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) ***Contractor's Obligations.*** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Any Work done without the required inspection(s) will also be subject to rejection by City.

(E) ***Distant Locations.*** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) ***Final Inspection.*** The provisions of this Section 7.8 apply to final inspection under Article 11, Completion and Warranty Provisions.

**7.9 Worksite Conditions and Maintenance.** Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean and neat condition and in compliance with all regulatory requirements for air quality and dust control. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

1) ***Air Emissions Control.*** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any applicable law, regulation or rule.

2) ***Dust and Debris.*** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning and/or sweeping within one hour after the Engineer notifies Contractor that an airborne nuisance exists.

3) ***Clean up.*** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

4) ***Disposal.*** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into City's storm drain system.

(E) ***Completion.*** At the completion of the Work, Contractor must remove from the Worksite all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Worksite, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace all existing improvements that are damaged or removed during the Work, both on and off the Project site. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements.

(F) ***Non-Compliance.*** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due to Contractor.

- 7.10 Instructions and Manuals.** Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.
- (A) ***Submittal Requirements.*** All manufacturers' application or installation instructions must be provided to City at least ten days prior to the first such application. The instructions and manuals, along with any required guarantees, must be delivered to City for review.
- (B) ***Training.*** Contractor or its Subcontractors must instruct City's personnel in the operation and maintenance of any complex equipment as a condition precedent to Final Completion, if required in the Contract Documents.
- 7.11 As-built Drawings.** Contractor must prepare and maintain at the Project site a detailed, complete and accurate as-built set of Drawings which will be used solely for the purpose of recording changes made in any portion of the original Drawings in order to create accurate record drawings at the end of the Project.
- (A) ***Duty to Update.*** The as-built drawings must be updated as changes occur, on a daily basis if necessary. Actual locations to scale must be identified on the as-built drawings for all acoustical improvements installed by the Contractor.
- (B) ***Final Completion.*** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and approval as a condition precedent to Final Completion and Final Payment.
- 7.12 Existing Utilities.** As required by Government Code section 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility.
- 7.13 Notice of Excavation.** N/A
- 7.14 Trenching and Excavations of Four Feet or More.** N/A
- 7.15 Trenching of Five Feet or More.** N/A
- 7.16 New Utility Connections.** N/A
- 7.17 Lines and Grades.** N/A
- 7.18 Historic or Archeological Items.**
- (A) ***Contractor's Obligations.*** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items.

(B) ***Discovery; Cessation of Work.*** Upon discovery of any potential Historic or Archeological Items, Work must be stopped and the City Engineer should be notified.

**7.19 Environmental Control.** N/A

**7.20 Noise Control.** Contractor must comply with all applicable noise control laws, ordinances, regulations and rules. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

## ARTICLE 8 - PAYMENT

- 8.1 Schedule of Values.** Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.
- (A) ***Measurements for Unit Price Work.*** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods stipulated in the Contract Documents.
- (B) ***Deleted or Reduced Work.*** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.
- 8.2 Progress Payments.** Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.
- (A) ***Application for Payment.*** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Worksite, as well as authorized and approved Change Orders. Each pay application must be supported by Contractor's Bid Schedule or schedule of values and any other substantiating data required by the Contract Documents.
- (B) ***Payment of Undisputed Amounts.*** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code section 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may withhold additional amounts as set forth in Section 8.3, below.
- 8.3 Adjustment of Payment Application.** City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

- (A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;
- (B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Worksite, City may deduct an amount based on the estimated cost to repair or replace;
- (C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments;
- (D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work;
- (E) For any unreleased stop notice, City may withhold 125% of the amount claimed;
- (F) For Contractor's failure to submit any required schedule or schedule update in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount equal to five percent of the total amount requested;
- (G) For Contractor's failure to maintain or submit as-built documents in the manner and within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts;
- (H) For Work performed without approved Shop Drawings, when approved Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated costs to correct unsatisfactory Work or diminution in value;
- (I) For fines assessed under the Labor Code, as required by law; or
- (J) For any other costs or charges that may be withheld, deducted from, or offset against payments due, as provided in the Contract Documents, including liquidated damages.

**8.4 Early Occupancy.** Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

**8.5 Retention.** City will retain five percent of the amount due on each progress payment, or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work.

(A) ***Substitution of Securities.*** As provided by Public Contract Code section 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code section 22300, and will be subject to approval as to form by City's legal counsel.

(B) ***Release of Undisputed Retention.*** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld under Section 8.3 or

Section 8.6, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C) below, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete under Public Contract Code section 7107(c).

- 8.6 Setoff.** City is entitled to set off any amounts due from Contractor against any payments due to Contractor. City's entitlement to setoff includes progress payments as well as Final Payment and unreleased retention.
- 8.7 Payment to Subcontractors and Suppliers.** Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Worksite by the Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of the law, and those of the Contract Documents and applicable subcontract or supplier contract.
- (A) ***Withholding for Stop Notice.*** Pursuant to Civil Code section 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.
- (B) ***Joint Checks.*** City reserves the right to issue joint checks made payable to Contractor and its Subcontractors or suppliers. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by City. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.
- 8.8 Final Payment.** Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. The date of Final Payment is deemed to be effective on the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.
- 8.9 Release of Claims.** City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code section 7100. Any disputed amounts may be specifically excluded from the release.
- 8.10 Warranty of Title.** Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.



## ARTICLE 9 - LABOR PROVISIONS

- 9.1 Discrimination Prohibited.** Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable federal and California laws, including the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), Government Code section 11135, and Labor Code sections 1735, 1777.5, 1777.6, and 3077.5.
- 9.2 Labor Code Requirements.**
- (A) ***Eight Hour Day.*** Under Labor Code section 1810, eight hours of labor constitute a legal day's work under this Contract.
- (B) ***Penalty.*** Under Labor Code section 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code section 1815.
- (C) ***Apprentices.*** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- (D) ***Notices.*** Under Labor Code section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation.
- 9.3 Prevailing Wages.** Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Worksite.
- (A) ***Penalties.*** Under Labor Code section 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- (B) ***Federal Requirements.*** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the current applicable prevailing wage rates under federal law, available online at <http://www.access.gpo.gov/davisbacon/ca.html>.
- 9.4 Payroll Records.** Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.

(A) ***Contractor and Subcontractor Obligations.*** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) ***Certified Record.*** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) ***Enforcement.*** Upon notice of noncompliance with Labor Code section 1776, Contractor or Subcontractor has ten days in which to comply with requirements of this section. If Contractor or Subcontractor fails to do so within the ten day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from progress payments then due.

**9.5 Labor Compliance.** Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

## ARTICLE 10 - SAFETY PROVISIONS

- 10.1 Safety Precautions and Programs.** Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable safety laws, rules and regulations and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite, materials and equipment stored on or off site, and property at or adjacent to the Worksite.
- (A) **Reporting Requirements.** Contractor must immediately provide a written report to City of all recordable accidents and injuries occurring at the Worksite. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.
- (B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by law or regulation.
- (C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.
- (D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Worksite is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.
- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Worksite that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.
- 10.3 Material Safety.** Contractor is solely responsible for complying with section 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Material Safety Data Sheets ("MSDS") at the Worksite, as required by law, for materials or substances used or consumed in the performance of the Work. The MSDS will be accessible and available to Contractor's employees, Subcontractors, and City.

(A) ***Contractor Obligations.*** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Worksite and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.

(B) ***Labeling.*** Contractor must ensure proper labeling on any material brought onto the Worksite so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.

**10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Worksite condition, the method of construction, or the way any Work must be performed.

## ARTICLE 11 - COMPLETION AND WARRANTY PROVISIONS

### 11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of items that are incomplete, incorrectly installed, or not operating as required by the Contract Documents. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any such item from this punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. City will deliver the punch list to Contractor and will specify the time by which all of the punch list items must be completed or corrected.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including a warranty bond as required under Section 4.4, instructions and manuals as required under Section 7.10, and as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon City Council action during a public meeting to accept the Project, or if the Engineer is authorized to accept the Project, the Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. The City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete all of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment.

### 11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) ***Warranty Period.*** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance (the "Warranty Period"), except when a longer guarantee is provided by a

supplier or manufacturer or is required by the Specifications or Special Conditions. Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to acceptance, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand(s) for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action, Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein in addition to any and all costs City incurs to correct the defective Work.

**11.3 Use Prior to Final Completion.** City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion. City will notify Contractor in writing of its intent to occupy or make use of the Project or any portions of the Project, pursuant to this provision.

(A) **Non-Waiver.** Occupation or use prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents and will not affect nor bear on the determination of the time of

substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

**11.4 Substantial Completion.** For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

## ARTICLE 12 - DISPUTE RESOLUTION

**12.1 Claims.** This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Definition.** "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(C) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code section 9204 and sections 20104 et seq., which are incorporated by reference herein.

(D) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

**12.2 Claims Submission.** The following requirements apply to any Claim subject to this Article:

(A) ***Substantiation.*** The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Article 12, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) ***Claim Format.*** A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a “Claim” submitted under this Article 12.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

a. The background of the issue, including references to relevant provisions of the Contract Documents;

b. A succinct statement of the matter in dispute, including Contractor’s position and the basis for that position;

c. A chronology of relevant events;

d. The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and

e. Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by Contractor’s authorized representative:

“The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).”



(C) ***Submission Deadlines.***

(1) A Claim must be submitted within 15 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment, under Section 8.8, above.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

**12.3 City's Response.** City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Additional Information.*** If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

**12.4 Meet and Confer.** If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response, or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response in writing within the specified time, Contractor's Claim will be deemed waived.

(A) ***Schedule Meet and Confer.*** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) ***Location for Meet and Confer.*** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) ***Written Statement After Meet and Confer.*** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) ***Submission to Mediation.*** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

## **12.5 Mediation and Government Code Claims.**

(A) ***Mediation.*** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) ***Government Code Claims.***

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

**12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

**12.7 Arbitration.** It is expressly agreed, under California Code of Civil Procedure section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

**12.8 Damages.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other

indirect loss arising from the Contract. The Eichleay Formula or similar formula may not be used for any recovery under the Contract.

**12.9 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

## ARTICLE 13 - SUSPENSION AND TERMINATION

**13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct work in accordance with the Contract Documents, City may immediately order the Work, or any portion of it, suspended until the cause for the suspension has been eliminated to City's satisfaction.

(A) **Failure to Comply.** Contractor will not be entitled to an increase in Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(B) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

**13.2 Suspension for Convenience.** City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience, and not due to any act or omission by Contractor or its Subcontractors. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in progress Work as directed in the suspension notice. The Contract Price and the Contract Time will be equitably adjusted by Change Order to reflect the cost and delay impact occasioned by such suspension for convenience. However, the time for completing the Project will only be extended if the suspension causes or will cause delay in Final Completion.

**13.3 Termination for Default.** Contractor may be deemed in default for a material breach of or inability to perform the Contract, including Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct rejected work; disregard of laws, regulations, ordinances, rules, or orders of any public agency with jurisdiction over the Project; lack of financial capacity to complete the Work within the Contract Time; or responsibility for any other material breach of the Contract requirements.

(A) **Notice.** Upon City's determination that Contractor is in default, City may provide Contractor and its surety written notice of default and intent to terminate the Contract.

(B) **Termination.** Within seven calendar days after notice of intent to terminate for default has been given, unless the default is cured or arrangements to cure the default have been made and memorialized in writing, to City's satisfaction, City may terminate the Contract by written notice to Contractor with a copy to Contractor's surety.

(C) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven calendar days from the date of the notice of termination, Contractor's surety will be deemed to have waived its right to complete the Work under the Contract, and City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be

jointly and severally liable for any additional cost incurred by City to complete the Work following termination. In addition, City will have the right to use any materials, supplies, and equipment belonging to Contractor and located at the Worksite for the purposes of completing the remaining Work.

(D) ***Wrongful Termination.*** If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including consequential damages, lost opportunity costs or lost profits.

**13.4 Termination for Convenience.** City reserves the right to terminate all or part of the Contract for convenience upon written notice to Contractor. Upon receipt of such notice, Contractor must: immediately stop the Work, including under any terms or conditions that may be specified in the notice; comply with City's instructions to protect the completed Work and materials; and use its best efforts to minimize further costs. Subject to City's directions in the notice, Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated. Contractor must also promptly cancel all existing subcontracts that relate to performance of the discontinued Work.

A. ***Compensation to Contractor.*** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) ***Completed Work.*** The value of its Work satisfactorily performed to date, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) ***Demobilization.*** Actual and substantiated demobilization costs; and

(3) ***Markup.*** Five percent of the total value of the Work performed as of the date of notice of termination or five percent of the value of the Work yet to be completed, whichever is less, which is deemed to cover all overhead and profit to date.

**13.5 Effect of Any Contract Termination.** Upon any termination pursuant to this Article, City may enter upon and take possession of the Project and the Work. City may also take possession of, for the sole purpose of completing the Work, all of Contractor's tools, equipment and appliances, and all materials on the Worksite or stored off the Worksite that will be incorporated in the Work. Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

## ARTICLE 14 - MISCELLANEOUS PROVISIONS

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code section 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that that bids were due.

***END OF GENERAL CONDITIONS***

## APPENDICES

Appendix A	Volume I Special Provisions Volume II Technical Specifications
Appendix B	Plans

## APPENDIX A

### **Special Provisions & Technical Specifications**



## COMMUNITY HALL ACOUSTICAL UPGRADE PROJECT

### SECTION 1 SPECIFICATIONS AND PLANS

**ALL CONTRACTORS WHO ARE TO RECEIVE PROJECT ADDENDUMS SHALL BE LISTED ON THE CITY OF SAN JUAN BAUTISTA'S PLAN HOLDERS LIST. To be placed on the Plan Holders List, please contact the City Front Desk at (831) 623-4661 or email the City Engineer at [jsanguinetti@mnsengineers.com](mailto:jsanguinetti@mnsengineers.com)**

All work embraced herein shall be done in accordance with these special provisions, these plans, and the Standard Specifications of the State of California Department of Transportation dated 2015 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "State Standard Specifications."

**In the event of conflict between the Specifications and these Special Provisions, the latter shall take precedence over and be used in lieu of such conflicting portions.** The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

### SECTION 2 SAFETY AND HEALTH

#### **2-1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY**

The Contractor certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this project. For informational purposes only, the Contractor shall submit to the City a copy of his Injury and Illness Prevention Program. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. This requirement will apply until final acceptance of the Work and shall not be limited to normal working hours. The duties of the City Engineer and Inspector do not include review of the adequacy of the Contractor's safety measures in, on, or about the site and vicinity.

#### **2-1.02 SAFETY MEASURES**

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall maintain copies of all documents mentioned or referenced in this Section readily available at the site until the work is completed. In the event the Contractor fails to observe any of the necessary safety provisions, the Owner may stop the work and direct the Contractor to comply with the

applicable provisions or may order the necessary work to be done by others. All impacts, both monetary and time-related, associated with stoppage of the work in order to comply with the City's directives pertaining to safety requirements, and all costs of having the necessary work done by others shall be borne by the Contractor.

#### **2-1.03      PERSONAL HYGIENE**

The Contractor shall require his/her personnel to observe proper hygienic precautions, including washing of hands and other exposed portions of the body with disinfecting soap and water before eating or smoking.

#### **2-1.04      PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall conduct his/her work so as to insure the least possible obstruction to traffic, inconvenience to the general public in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the City Engineer and the proper governmental authority. Fire hydrants on or adjacent to the work shall be accessible to fire-fighting equipment. Temporary Provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches, and natural water courses.

#### **2-1.05      FIRE PREVENTION**

- B. Fire Extinguishers and Hoses: The Contractor shall furnish and maintain fully charged fire extinguishers of the appropriate type, supplemented with temporary fire hoses wherever an adequate water supply exists, at the places where burning, welding, or other operations that may cause a fire are being performed.
- C. Flammable, Hazardous, or Toxic Materials: Solvents, gasoline, and other hazardous materials may be in the wastewater (sewage); and therefore, the work site may be hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to ensure his personnel observe proper safety precautions when working in these areas. Only a working supply of flammable, hazardous, or toxic materials shall be permitted in or on any of the permanent structures and improvements and shall be removed there from at the end of each day's operations. The Contractor shall store flammable, hazardous, or toxic materials and waste separate from the Work and stored materials for the Works in a manner that prevents spontaneous combustion or dispersion; none shall be placed in any sewer or drain piping nor buried on the City's or other property. The Contractor shall maintain a current and up-to-date copy of all laws, ordinances, codes, rules, regulations, and lawful orders of any regulatory authority having jurisdiction of control over flammable, hazardous or toxic materials, and at his/her expense shall comply with said laws, ordinances, codes, rules, regulations, and lawful orders.

#### **2-1.06      SAFETY HELMETS, CLOTHING AND EQUIPMENT**

The Contractor shall not permit any person for whom he/she is responsible or liable to enter or remain on the site of the Work unless the person is equipped with and wearing a safety helmet, other protective clothing, and safety equipment as required and shall discharge from the site all persons not so equipped. The Contractor shall post conspicuous signs at the appropriate locations warning the public and persons engaged upon the Work of this requirement.

### **2-1.07     HAZARDOUS AREAS**

The Contractor shall not permit or allow any person or persons to enter any space containing hazardous or noxious substances or gases; or where there is an insufficient amount of oxygen to sustain life and consciousness; or any other hazardous area unless equipped with lawful and appropriate safety equipment and life supporting apparatus, and unless those entering are continually monitored and guarded by and in communication with other persons outside the space or area who are equipped in the same way, can give an alarm to others for assistance, and initiate immediate rescue operations in the event of mishap.

### **2-1.08     EMERGENCIES**

- D. Work During an Emergency: The Contractor shall perform any and all operations and shall furnish any materials and equipment necessary during an emergency endangering life or, property and, in all cases, shall notify the City Engineer of the emergency as soon as practicable, but shall not wait for instruction before proceeding to properly protect both life and property. Any additional compensation or extension of Contract Time by the Contractor on account of an emergency shall be applied for to the City.
- E. Representatives for Emergencies: The Contractor shall file with the Owner a written list giving names, addresses, and telephone numbers of at least two of his/her representatives who can be contacted at any time in case of emergency. The representatives shall be fully authorized and equipped to correct unsafe or inconvenient conditions on short notice. The Contractor shall promptly notify the Owner of all changes in the listing.

### **2-1.09     SUBMITTALS**

Prior to receiving Notice to Proceed, the Contractor shall submit to the City Engineer the following:

- 1) a copy of his/her Injury and Illness Prevention Program Manual
- 2) a list of safety equipment he/she will maintain on site
- 3) the name of his/her Safety Officer and Safety Supervisor(s) who will be responsible for maintaining safety at each work site
- 4) a description of any job-specific measures he/she will be using which are not contained in his/her manual.

The City shall not review these materials but shall maintain these materials for record purposes.

### **2-1.10     IMPLEMENTATION**

It is the Contractor's responsibility to follow his/her own safety program and provide one or more designated Safety Supervisor(s) at each work site.

### **2-1.11     PAYMENT**

No separate payment will be made for maintaining safety and health and it shall be considered as included in the prices paid for the various Contract items of work as listed in the Proposal and no additional compensation shall be allowed, therefore.

## **SECTION 3 MATERIALS**

### **3-1.01 GENERAL**

Attention is directed to the Provisions in Section 6, "Control of Materials", of the State Standard Specifications and these Special Provisions.

All materials required to complete the work under this Contract shall be furnished by the Contractor except when otherwise specified herein.

### **3-1.02 SOURCE OF SUPPLY AND QUALITY OF MATERIALS**

All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

### **3-1.03 TRADE NAME AND ALTERNATIVES**

Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as

determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one-year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same

manner and degree as the material and equipment specified in the Contract Documents.

### **3-1.04     SUBMITTALS**

This section supplements the requirements of section 5-1.23, “Submittals” of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal (“01” for the first submittal, “02” for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for the Engineer’s review of submittals. Allow 20 working days for Engineer’s review of submittals that include shop drawings or calculations.

## **SECTION 4 DESCRIPTION OF PROJECT**

The work, in general, shall include furnishing of all labor, materials, tools, equipment and incidentals required for construction in accordance with the Plans and these Specification for the work herein, for the **CITY OF SAN JUAN BAUTISTA COMMUNITY HALL ACOUSTICAL UPGRADE PROJECT**, and is fully described as follows:

In general, the work shall include, but is not limited to: installation of acoustic panels, diffusers, and all necessary materials and devices for attaching said panels and diffusers on the interior walls and ceiling structure of the City's Community Hall.

Such other items or details not mentioned above, but that are required by the Plans, or these Special Provisions shall be performed, placed, constructed, and/or installed for a complete project. Payment shall be included in the various items of work and no additional compensation shall be made.

**Due to ongoing use of the Community Hall for special events on weekends the Contractor will be limited to working Monday through Thursday, with no work occurring Friday through Sunday. The project site shall be cleaned and completely free of any construction debris by the end of the day every Thursday throughout the project's duration. All materials, equipment, tools, scaffolding, portable lifts, etc. shall be securely stored outside of the Community Hall during the period of Friday through Sunday each week through the duration of the contract at Contractor's sole expense.**

Except for authorized changes in the work, payment for said complete-in-place finished work or improvement will be made only on the basis of the Contract item of work listed in the Proposal. All other work, including the furnishing of labor, materials, tools, equipment and incidentals, provided for in these Specifications and Contract, or required for the proper completion of the work as a whole, for which no separate payment has been provided shall be an obligation of the Contractor and payment therefore shall be considered included in the price paid for the various items of work listed in the Proposal and no additional compensation shall be made.

## **SECTION 5 CONSTRUCTION DETAILS**

### **SECTION 5-1 GENERAL**

#### **5-1.01 ORDER OF WORK**

All work under this project shall be scheduled, coordinated and executed as necessary to permit construction to be completed within the constraints of the project.

All operations shall be coordinated to eliminate any possibility of damage, or unnecessary removal, replacements and/or modifications to existing facilities or to facilities constructed under this project.

#### **5-1.02 PROTECTION OF SITE AND PUBLIC**

The Contractor shall exercise special caution against dangerous conditions and provide temporary barricades and fencing as may be necessary to protect the public. During construction within the area of work, barricades, signs, and other safety devices shall be used by the Contractor to protect the public adjacent to the work.

The Contractor shall abate dust nuisance by cleaning, sweeping, or other means as necessary during all phases of construction including weekends, holidays and any other times as necessary. Payment for dust control shall be considered as included in the price paid for all items listed in the Proposal and no additional compensation shall be made.

The Contractor shall provide necessary safeguards and shall exercise caution against injury or defacement of any existing site improvements and plantings. The Contractor shall be responsible for any damage resulting from his/her operations and shall repair or replace such damage at his/her own expense. Unless designated otherwise, all existing improvements shall be repaired or replaced, in kind, at the Contractor's expense.

The Contractor is to be responsible for any damage to the work which occurs before final acceptance.

#### **5-1.03      INSPECTION AND CONTROL OF WORK**

The Contractor's attention is directed to Section 5 of the State Standard Specifications.

#### **5-1.04      FINAL INSPECTION AND CLEANUP**

At the completion of the work, a final inspection will be made by the Project Manager or City Engineer. The Contractor will be responsible for final cleanup of the project area in accordance of the Provisions with Section 4-1.13 of the State Standard Specifications.

#### **5-1.05      WORKMANSHIP**

All work performed under this Contract shall be of the highest quality of the trade and the Contractor shall employ only workers who are skilled and thoroughly familiar with the type of improvements proposed.

#### **5-1.06      PROGRESS SCHEDULE**

A progress schedule shall be prepared by the Contractor for this Contract and shall be delivered to the Project Engineer or City Engineer at the pre-construction meeting. **No work shall begin until the Progress Schedule has been approved by the City Engineer or Project Manager.**

Such progress schedule (bar chart type or other) shall show coordination of major portions of the work including utility relocations/adjustments and other related work by others.

The Contractor shall schedule operations in cooperation with other Contractors and the utility companies to avoid unnecessary conflicts, delays, and disruptions to the progress of this project. Attention should be given to scheduling of all land disturbance activities in dry season (May 1 – Sept 30).

#### **5-1.07      OBSTRUCTIONS**

Attention is directed to Section 15, "Existing Facilities", of the State Standard Specifications and these Special Provisions.

#### **5-1.08      COORDINATION AND COOPERATION WITH CITY AND PUBLIC**

The Contractor shall be required to cooperate and work harmoniously with City staff, other City agents, and members of the public during the execution of this Contract.

#### **5-1.09      EXAMINATION OF SITE**

Before submitting a Bid, each Bidder shall carefully examine the Plans and Specifications relating hereto. He/she shall also visit the site of the proposed work and shall fully inform himself/herself as to all the existing conditions relating to the construction and related labor so that he/she may fully understand the facilities, difficulties, restrictions attendant on the execution of the work, limitations applying to the work, and he/she



shall estimate and include in his/her Bid a sum sufficient to cover the cost of all items which are required to attain the completed conditions contemplated in the project.

#### **5-1.10 SUBMITTALS/DRAWINGS OF RECORD/CRITERIA FOR FURNISHING PLANS AND SPECIFICATIONS TO CONTRACTOR**

The Contractor shall review, stamp, and sign with his/her approval and submit, with promptness and in orderly sequence so as to cause no delay in the work or in the work of any Contractor, all shop drawings and samples required by the Contract Documents or subsequently by the City Engineer as covered by modifications. Shop drawings and samples shall be properly identified as specified, or as the City Engineer may require. At the time of submission, the Contractor shall especially inform the City Engineer in writing of any deviation in the shop drawings or samples from the requirements of the Contract Documents. (The mere inclusion of the information is not sufficient notice.)

Shop drawings, including manufacturer's literature, catalog cuts, or other printed material shall be entitled with the name of the product on each sheet and shall otherwise be identified by listing the particular Division, Section Article or reference of the work pertaining thereto. Differing items shall not be submitted on the same sheet.

For all shop drawings, submit one reproducible copy with one print of each drawing, rolled in a mailing tube and fully protected for shipment. Provide a clear space of sufficient size for stamping and comments on each shop drawing. For the purpose of these Specifications, a reproducible copy shall mean the original tracing or a legible, double-coated reproducible sepia print, positive side up.

The City Engineer shall annotate and stamp the reproducible and shall forward same to the Contractor's printer, who shall make and return three prints plus the original tracing to the City Engineer. Additional prints required by the Contractor shall be forwarded to the Contractor. The cost of printing and mailing are the responsibility of the Contractor and no additional compensation shall be allowed therefore.

Unless otherwise specified, for standard manufactured items, submit three copies of manufacture's catalog or data sheets for each submission, showing illustrations of the item to be furnished, scaled details, sized, dimensions, performance characteristics, manufacturer's installation instructions, and other pertinent information. One copy of a submission shall be returned to the Contractor approved by the City Engineer as noted on the documents. The City Engineer will retain one copy and the remaining one copy will be distributed to the City Inspector.

By approving and submitting shop drawings and samples, the Contractor thereby represents that he/she has determined and verified all field measurements, field construction criteria, materials, catalog number and similar data, or shall do so, and that he/she has checked and coordinated each shop drawing and sample with the requirements of the work and the Contract Documents.

Allow two weeks minimum for review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Allow one week for reprocessing each submittal.

No extension of Contract time will be authorized because of failure to transmit submittals sufficiently in advance of the work to permit processing.

The City Engineer shall review and approve any shop drawings and samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The City Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

The Contractor shall make any corrections required by the City Engineer and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the correction requested by the City Engineer on previous submissions. Corrected shop drawings shall be resubmitted in the same manner as called for above.

The City Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has specifically informed the City Engineer in writing of such deviation at the time of the submission, and the City Engineer has given written approval to the specified deviation; nor shall the City Engineer's approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No portion of the work requiring a shop drawing submission, including ordering of materials, shall be commenced until the submission has been approved by the City Engineer. All such portions of the work shall be in accordance with approved shop drawings and samples. Any work placed without submittals being made shall be replaced by Contractor at his/her own expense, if directed by the City Engineer. Whenever work is specified to conform to approved samples on file in the City Engineer's Office, conformance shall be required in all respects and the City Engineer's decision in respect to such conformity shall be final.

Where Specifications require manufacturer's printed installation directions, submit duplicate copies of such directions for approval.

The Contractor shall provide and maintain an up-to-date complete **"RECORD DRAWING"** record on a separate set of construction Plans which shall show every change from the original drawings and Specifications. Prints for this purpose may be obtained from the City Engineer. This set of drawings is to be kept on the site and to be used only as a record set.

These Plans shall also serve as work progress sheets, and the Contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and to be kept in a location designated by the City Engineer.

On or before the date of final inspection, the Contractor shall deliver the corrected and completed **"RECORD DRAWING"** to the City Engineer. Contractor shall furnish in duplicate two binders of all manufacturers' literature brochures, manuals, parts list, instructions, etc., for all electrical and mechanical equipment as required to be furnished and installed by the Contractor. Submissions of this literature in a haphazard method will not be acceptable. **Failure to submit "RECORD DRAWING" shall be cause to withhold final payment and not accept the project.**

The **"Record Drawing"** shall be accurate and up-to-date with approval of the City Engineer before each progress payment shall be made.

#### **5-1.11     MATERIAL TESTING**

**The City of San Juan Bautista will not provide any appropriate material or product testing for the project.**

#### **5-1.12     ARBITRATION**

In the event of a dispute as to whether the conditions materially differ or do involve hazardous waste, the Contractor shall continue to proceed with all work to be performed under the Contract and shall retain all rights provided either by Contract or by law which pertain to the resolution of any dispute or protest.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than **180 calendar days** after the date of service in person or by mail on the Contractor of the final written decision by the Department of the claim.

#### **5-1.13     NOTICE OF POTENTIAL CLAIM**

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the City Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she shall have given the City Engineer due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall be submitted to the City Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the City Engineer, or in all other cases within **15 CALENDAR DAYS** after the happening of the event, things, occurrence, or other cause, giving rise to the potential claim.

It is the intention of this section that differences between the parties arising under and by virtue of the Contract are brought to the attention of the City Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the City that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the City to be pertinent to the potential claim, available to the City for inspection and copying.

Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by owner, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

#### **5-1.14     CLAIMS**

Submission of a claim, properly certified with all required supporting documentation, and written rejection or denial of all or part of the claim by the City Engineer, is a condition precedent to any action, proceeding, litigation, suitor demand for arbitration by Contractor. The Contractor's attention is directed to Section 9-1.17D "Final Payment and Claims" of the State Standard Specifications.

Payment for graffiti, if required, shall be borne by the Contractor, and no additional compensation shall be therefore allowed.

## **5-1.15      PUBLIC CONTRACTS CODE 9204 PUBLIC WORKS PROJECT**

### **Contract Dispute Procedures**

Sections 9204(e) and (g) of the California Public Contract Code (“PCC”) provides that the text or a summary of PCC 9204, effective January 1, 2017, shall be included in the plans and specifications for any public works projects that may give rise to a claim under this section and that Section 9204 applies to contracts for public works projects entered into on or after January 1, 2017. In accordance therewith, City of San Juan Bautista hereby provides notice and includes the statutory text:

### **5-1.16      9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work, which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity, and if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

#### **5-1.17      CONSTRUCTION AREA SIGNS**

If there is a requirement for financing sign, the Contractor shall install City furnished signs (City of San Juan Bautista financing signs) with new hardware and 4" x 6" pressure treated posts. Signs shall be picked up by the Contractor at a designated location to be named at a later date by the City Engineer. The signs shall be installed near the entrance to the Community Hall and visible from the street as directed by the City Engineer. The Contractor shall remove the City signs when requested by the City Engineer and delivered to a designated location.

Full compensation for furnish and install all temporary construction area signs, hardware, and posts (including removal at end of project) complete in place shall include all labor, materials, tools, equipment, mounting brackets, braces, hardware, and other appurtenances required for a complete-in-place installation shall be paid under various contract items of work.

#### **5-1.18      PROTECTION OF SITE AND PUBLIC SAFETY**

The Contractor shall take all necessary precautions to prevent damage to the adjacent fencing, roadway, buildings, and other existing improvements, etc., during the progress of his/her work and shall be required to make any repairs resulting from his/her negligence, and no additional compensation shall be made.

Attention is directed to Section 7-1.03 "Public Convenience" and 7-1.04 "Public Safety" of the State Standard Specifications, and these Special Provisions. Safe and adequate pedestrian zones and crossing of work shall be maintained at all times unless otherwise approved by the City Engineer.

#### **5-1.19      DUST CONTROL**

Dust Control shall be as specified in Section 10-5 "Dust Control" of the State Standard Specifications, except as herein modified.

Payment for dust control shall be considered as included in the prices paid for the various Contract items of work as listed in the proposal, and therefore no additional compensation shall be allowed.

#### **5-1.20      SCHEDULE OF VALUES**

The Schedule of Values shall conform to the Provisions in Section 9-1.06B, of the State Standard Specifications, and these Special Provisions.

The City Engineer shall be furnished a Schedule of Values for each Contract Lump Sum item of work described within these Special Provisions and where noted in these Special Provisions.

The Schedule of Values shall be submitted to the City Engineer for approval within **15 CALENDAR DAYS** after the Contract has been approved. The Schedule of Values shall be approved, in writing, by the City Engineer before any partial payment for any of the lump sum items of work shall be made. The Schedule of Values will be used to assist in determining appropriate value of partial work in the Contractor's pay requests.

#### **5-1.21      CHANGES IN WORK**

For work done on a "Time and Materials" basis, the Contractor shall submit all required documents for a specific change within ten (10) calendar days of completing the work.

Outstanding proposals at the end of the project: The Contractor shall submit all outstanding proposals, in the specified format, within ten (10) calendar days of the date established as “Substantial Completion”. The City reserves the right to not process any proposals received after that date unless specifically agreed in advance.

#### **5-1.22     CLEAN UP**

Throughout all phases of construction including suspension of work and until final acceptance of the project by the City of San Juan Bautista Council, the Contractor shall keep the work site clean and free from rubbish and debris. The Contractor shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public street and or City right-of-way shall not be permitted as a substitute for sweeping or other methods.

Failure of the Contractor to comply with the City Engineer’s clean up orders may result in an order to suspend the work until the condition is corrected. No additional compensation shall be allowed therefore as a result of such suspension.

### **SECTION 5-2 TECHNICAL SPECIFICATIONS**

#### **5-2.01     ACOUSTICAL WALL PANELS**

Acoustic wall panels are to be impact resistant wood fiber Armstrong Tectum Finale panels or approved equal and shall be rated minimum Noise Reduction Coefficient (NRC) 0.75 in type A mounting. The finish color of the panels shall be ‘natural’ in color. Mounting of panels on walls shall be per the manufacturer’s recommendation.

Acoustic wall panels shall comply with Chapter 8, Section 803 of the California Building Code. The Contractor shall ensure that the panel materials proposed for installation match and comply with the corresponding material type identified in Section 803. Panels shall be classified in accordance with NFPA 286 and comply with Section 803.1.1.1 of the Code. In addition, wall panels shall be classified in accordance with UL 273 (Class A).

Contractor shall submit Manufacturer’s specifications and performance information for proposed wall panels – **and receive written City approval** - before materials are brought on site.

#### **5-2.02     ACOUSTICAL CEILING PANELS**

Acoustic ceiling panels are to be impact resistant wood fiber Armstrong Tectum Finale panels or approved equal and shall be rated minimum Noise Reduction Coefficient (NRC) 0.60 in type A mounting. The finish color of the panels shall be ‘white’ in color. Panels are to be mounted directly to the ceiling (highest point of ceiling in Community Hall is approximately 26’ above floor). Mounting of panels on ceilings shall be per the manufacturer’s recommendation.

Acoustic ceiling panels shall comply with Chapter 8, Section 803 of the California Building Code. The Contractor shall ensure that the panel materials proposed for installation match and comply with the corresponding material type identified in Section 803. Panels shall be classified in accordance with NFPA 286 and comply with Section 803.1.1.1 of the Code. In addition, ceiling panels shall be classified in accordance with UL 273 (Class A).



Contractor shall submit Manufacturer's specifications and performance information for proposed ceiling panels – **and receive written City approval** - before materials are brought on site.

#### **5-2.03      QUADRATIC RESIDUE DIFFUSERS (QRD)**

Quadratic Residue Diffusers shall be 4' X 8' minimum in size and constructed as shown on Drawing A1.4 or, as an alternate, acquired from a manufacturer preassembled or fabricated. If acquired from a manufacturer preassembled or fabricated the diffusers must be assembled in a manner that matches the dimensions of the QRD shown on Drawing A1.4. Quadratic Residue Diffusers shall be mechanically attached to the walls using screws. Neoprene pads or other similar padding shall be installed on the backs of the QRD's to ensure they are snug against the wall. The QRD's shall be firmly attached to the wall such that they do not rattle.

The QRD's shall be finished with a wood stain if constructed or have a 'natural' finish similar to wall panels if acquired from a manufacturer.

Contractor shall submit Manufacturer's specifications and performance information for proposed pre-fabricated diffusers **for City approval before materials are brought on site**. Should contractor propose to fabricate panels a shop drawing shall be submitted for review.

#### **5-2.04      SECURED OFF-SITE STORAGE**

Due to the ongoing use of the Community Hall on weekends during construction, the Hall must be clean and free of construction related material, equipment, tools, scaffolding, portable lifts, and protective measures by the end of the day, Thursday, of every week. The Contractor shall provide – at Contractor's sole expense – sufficient secured storage for all said construction related items outside of Community Hall during the period of Friday through Sunday for the duration of the contract. Such storage must protect contents from the weather and provide security from theft and vandalism. Storage pods or containers can be placed on adjacent street with prior approval from the Project Manager or City Engineer as long as traffic is not impeded.

Once the project is complete, the Contractor shall remove all storage pods, containers, skids, etc. at the Contractor's expense.

### **SECTION 6 BID ITEM DESCRIPTION**

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#### **BID ITEM 1. MOBILIZATION**

The lump sum amount paid for "**Mobilization** " shall be considered as full compensation for mobilization and demobilization as specified herein, including but not limited to notifications, building permit application, project records and documents, licenses, submitting diffuser shop drawings, submitting manufacturer's details on panel specifications and recommended installation instructions for approval, replying to City Project Manager inquiries about submittals, re-submittals (if necessary), moving on the site any equipment required for the operations, acquiring materials, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings,

providing on-site sanitary facilities, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds, development, demobilization and all other mobilization work, and no additional payment shall be allowed therefore. Mobilization bid amount shall not exceed 15% of total base bid. Contractor can request up to 75% of Mobilization bid amount with first progress payment.

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#### **BID ITEM 2. 4' X 8' ACOUSTICAL WALL PANELS (NRC 0.75)**

The bid amount for installation of acoustic wall panels shall include the cost of acquiring panels (after approval of submittals by City Project Manager), mounting of panels according to manufacturer's recommendations and City drawings, fastening hardware, and any incidentals required to install the panels. Bid amount also includes providing the means for installation of panels, such as ladders, scaffolding, etc, while preserving existing adjacent floor and wall finishes.

Payment of Bid Item 2. 4' X 8' Acoustical Wall Panels (NRC 0.75) shall include all labor, materials, and all other costs associated with the professional installation and completion of this work in full.

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#### **BID ITEM 3. 2' X 8' ACOUSTICAL WALL PANELS (NRC 0.75)**

The bid amount for installation of acoustic wall panels shall include the cost of acquiring panels (after approval of submittals by City Project Manager), mounting of panels according to manufacturer's recommendations and City drawings, fastening hardware, and any incidentals required to install the panels. Bid amount also includes providing the means for installation of panels, such as ladders, scaffolding, etc, while preserving existing adjacent floor and wall finishes. **Six 2' x 8' panels shall be installed on the South Wall as shown on the plans. Four 2' x 8' panels shall be installed on walls at locations designated by the City Engineer or Project Manager.**

Payment of Bid Item 3. 2' X 8' Acoustical Wall Panels (NRC 0.75) shall include all labor, materials, and all other costs associated with the professional installation and completion of this work in full.

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#### **BID ITEM 4. 2' X 8' ACOUSTICAL CEILING PANELS (NRC 0.60)**

The bid amount for installation of acoustic ceiling panels shall include the cost of acquiring panels (after approval of submittals by City Project Manager), mounting of panels according to manufacturer's recommendations and City drawings, fastening hardware, and any incidentals required to install the panels. Bid amount also includes providing the means for installation of panels, such as ladders, scaffolding, portable lifts, etc, while preserving existing adjacent floor, ceiling, and wall finishes.

Payment of Bid Item 4. 2' X 8' Acoustical Ceiling Panels (NRC 0.60) shall include all labor, materials, and all other costs associated with the professional installation and completion of this work in full.

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#### **BID ITEM 5. QUADRATIC RESIDUE DIFFUSERS**

The bid amount for installation of Quadratic Residue Diffusers shall include the cost of fabricating or acquiring diffusers (after approval of submittals by City Project Manager), mounting of diffusers according to

manufacturer's recommendations (if prefabricated by manufacturer) and City drawings, fastening hardware, and any incidentals required to install the diffusers. Bid amount also includes providing the means for installation of diffusers, such as ladders, scaffolding, etc, while preserving existing adjacent floor and wall finishes.

Payment of Bid Item 5. Quadratic Residue Diffusers shall include all labor, materials, and all other costs associated with the professional installation and completion of this work in full.

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#### **BID ITEM 6. SECURED OFF-SITE STORAGE**

The lump-sum amount for installation of Secured Off-site Storage shall include the cost of providing off-site storage for all materials (panels, diffusers, installation hardware, adhesives, protective tarps, etc.), equipment, and tools such that the Community Hall is free of construction related material and equipment during the period of Friday through Sunday of each week for the duration of the Contract.

Payment of Bid Item 6. Secured Off-site Storage shall be made in accordance with the proportion complete based on the lump-sum price of this bid item, assisted by the Schedule of Values as determined by the City's representative and shall include all labor, materials, and all other costs associated with the professional installation and completion of this work in full.

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## **Appendix B**

## Plans

**Table 1: Panel Schedule**

	<b>North Wall</b>	<b>South Wall</b>	<b>East Wall</b>	<b>West Wall</b>	<b>Ceiling</b>	<b>Wall as Designated</b>
<b>4' x 8' Acoustical Panel (NRC 0.75)</b>	<b>6</b>	<b>3</b>	<b>2</b>	<b>8</b>		
<b>2' x 8' Acoustical Panel (NRC 0.75)</b>		<b>6</b>				<b>4</b>
<b>2' x 8' Acoustical Panel (NRC 0.60)</b>					<b>96</b>	
<b>4' x 8' Quadratic Diffuser</b>	<b>1</b>		<b>2</b>	<b>4</b>		

**SAN JUAN BAUTISTA CITY COUNCIL  
SPECIAL MEETING  
UNOFFICIAL MINUTES  
MAY 25, 2023**

**1. CALL TO ORDER**

Mayor Jordan called the special meeting to order at 6:00 p.m. in the Council Chambers, 311 Second Street, San Juan Bautista.

**PLEDGE OF ALLEGIANCE**

Councilmember Freels led the pledge of allegiance.

**ROLL CALL**

Present:

Councilmember Scott Freels  
Mayor Pro Tem John Freeman  
Councilmember Jackie Morris-Lopez  
Councilmember EJ Sabathia  
Mayor Leslie Q. Jordan

Absent:

Staff Present:

Don Reynolds, City Manager  
Robert Rathie, City Attorney  
Brian Foucht, ACM/Community Development Director  
Elizabeth Soto, CMC, CPMC, Deputy City Clerk

Sergeant Penney San Benito County Sheriff's Office introduced Deputy Desi Villanueva, the newly dedicated Deputy to San Juan Bautista.

**2. CONSENT**

- A. **Approve the Affidavit of Posting Agenda.**
- B. **Approve a RESOLUTION Authorizing Closure of Streets for Certain Special Events in 2023**

No public comment received.

**MOTION:**

Upon motion by Councilmember Morris-Lopez, second by Mayor Pro Tem Freeman, the Consent Agenda was approved.

AYES: Councilmembers: Freeman, Freels, Morris-Lopez, Sabathia, and Mayor Jordan. NOES: None; ABSTAIN: None; ABSENT: None. Motion Carried.

### **3. DISCUSSION ITEMS**

#### **A. Review of the Draft Budget and Capital Improvement Plan for Fiscal Year 2023-2024 and Provide Direction to Staff Prior to Adoption at the June 13, 2023 Regular Meeting.**

City Manager Don Reynolds provided an overview of the Draft Budget and Capital Improvement Plan for Fiscal Year 2023-2024. Mr. Reynolds that the draft budget was introduced at the May 16<sup>th</sup> meeting and the budget has been circulated to the Council for comments.

##### Existing City Initiatives

- Third Street Transformation (CIP 22.01 \$552,140 - \$300,000 grant pending)
  - Multi-Modal Transportation HUB Grant
  - Component of a larger Economic Development Strategy
- Urban Growth Boundary/Sphere of Influence (CIP 21.11 \$107,455 balance)
  - Back on track
  - Heading soon towards LAFCO, General Plan Amendment
  - Funding reserved for Municipal Services Report and CEQA
- Public Safety (CIP 22.02 \$200,000)
  - Receiving informal bids on a Security Camera System
  - Funding sufficient to begin this work
  - Proposed Re-Org. of Public Safety – to manage this and other systems
- Third Street Transformation (CIP 22.01 \$552,140 - \$300,000 grant pending)
  - Multi-Modal Transportation HUB Grant
  - Component of a larger Economic Development Strategy
- Urban Growth Boundary/Sphere of Influence (CIP 21.11 \$107,455 balance)
  - Back on track
  - Heading soon towards LAFCO, General Plan Amendment Funding reserved for Municipal Services Report and CEQA
- Public Safety (CIP 22.02 \$200,000)
  - Receiving informal bids on a Security Camera System
  - Funding sufficient to begin this work
  - Proposed Re-Org. of Public Safety – to manage this and other systems
  - Funding new initiatives

General Fund Revenues projected to be down 15% - \$2.3 million to \$2.1 million  
Projected General Fund Expenses Decreased 11% - From \$2.3 million to \$2.107million  
Subsidy of Community Development (\$224,022) - In support of special Long-Term projects  
Water and Sewer building reserves for debt service

- Reorganized Public Safety
- Reorganized City staff

- Bolster Recreation
- Initiate Economic Development
- Capital Improvements
  - Abbe Park Ball Field Lights
  - Bolster up Community Hall Acoustics project
  - Bolster up Luck Park Historical Improvements
  - Fleet Electrification (3CE grant)
  - Dias Lift Station (sewer fund)

The following members of the public commented on the report:

Rachelle Eagen

Mary Hsia-Coran

Councilmember Morris-Lopez expressed concerned regarding additional positions being requested and asked about the cameras that will be placed around the city.

There will be a request for bids. The cameras will be placed in the three entrances, water tank, and runabout.

Mayor Pro Tem Freeman reminded the council that there should be a dialogue about the cameras, at least in the big intersections, and added that he would be in support of the proposed Recreation Assistant.

Councilmember Sabathia stated that he is in support of the proposed Recreation Coordinator; in support of the Community services officer; and would like to see City Hall open for longer hours.

Councilmember Freels stated that he agreed in taking some of the responsibilities off of the city clerk duties; would like to see the city hall open; but is on the fence about adding an additional Maintenance position.

Mayor Jordan suggested closing city hall during the lunch hour in order to help with cash handling; would like to see that the ACM/Community Development Director focus on others stuff instead focusing on Code Enforcement issues; and was hesitant about adding an additional Public Works Maintenance worker.

The following member of the public commented on the report:

Armando Venegas

Mary Hsin-Coron

Mayor Pro Tem Freeman was in favor of the proposed Recreation position, and added that the cost could be offset by selling t-shirts.

Mayor Jordan asked if the proposed Recreation position would be working with the Senior and the Youth, and the VFW, and added that she would like to see the Recreation Specialist come back in 90 days to provide an update.

The following members of the public commented on the report:

Mary Hsin-Coron

Rachelle Eagen

Estrella Esparza-Johnson

#### Capital Improvement Program (CIP)

- 13 projects completed in FY 22/23
- Spent \$1.5 million
- The total value of the 13 projects is \$2.3 million
- Street Improvements, Park improvements, design the sewer force main, local business and non-profit grants, and water rate study

The FY 23/24 CIP has 31 projects at a total cost of \$21 million

- \$18.7 million is for the Sanitary Sewer Force Main (award contract in July)
- Adding funds to complete the Community Hall Acoustic project, and Luck Park Historic Project – a new roof for the Luck Gas Station
- Complete the upgrade to the Dias Lift Station (Sewer Fund)
- Abbe Park- new project requesting \$150,000 for ball field lights
- Electrify Fleet – new project using 3CE funds for power charging and vehicle acquisition

The following members of the public commented on the report:

Teresa Lavagnino

#### One Time Funding from the General Fund Reserve for Special Initiatives

- Intended to be a catalyst to ignite new programs
- Leaves the General Fund Reserve with 10-months of funding - Reduction from \$2.263 million (12.5 months) to \$1.898 million (10 months); well above the 2.5-month Reserve Policy

City Manager Reynolds stated that based on the City Manger's Budget Message included in the May 16, 2023 Agenda, and following the introduction of the City draft budget, there is room for limited growth in the new Fiscal Year 23/24. The City's General Fund Reserve is very strong at more than \$3 million. There are significant savings in the current year to off-set losses in other funding sources. Staff has been directed to consider the re-organization of the City Clerk's duties, and has taken the initiative to consider re-organization of Public Safety. The City needs to update and strengthen its Historic Preservation tools, and needs to support its new endeavor to build a Recreation program. Staff considerations address these matters as are summarized in this report.

The City Council was in support of eliminating private security and adding two new full-time positions: Public Safety Coordinator and Community Service Officer; General Government – add a part time Office Assistant.

The City Council was not in support of a full time Maintenance Worker nor a adding a part time Economic Development Specialist.



Councilmember Sabathia requested there we more dialogue regarding the reorganization. City Manager Reynolds stated that we would need another meeting to discuss the organization chart, proposed positions, timeline when we were eliminating the Code Enforcement position, and reduction of those hours, and timeline in losing and adding positions.

Council thanked staff for an interactive and informative meeting.

The following members of the public commented on the report:

Rachelle Eagen

Mary Hsia-Coron

Councilmember Freels stated that he was not in support of donating 14,000 to one organization and was concerned and how many kids from San Juan would attend.

Mayor Pro Tem Freeman stated that he is in favor of supporting the summer youth program.

#### **4. ADJOURNMENT**

There being no further business, Mayor Jordan adjourned the meeting at 9:04 p.m. Motion to adjourn by Mayor Pro Tem Freeman, second by Councilmember Sabathia.

#### **APPROVED:**

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Leslie Q. Jordan, Mayor

#### **ATTEST:**

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Elizabeth Soto, Deputy City Clerk

**CITY OF SAN JUAN BAUTISTA  
CITY COUNCIL  
UNOFFICIAL MEETING MEETINGS  
JUNE 2, 2023**

**CALL TO ORDER**

Mayor Jordan convened the Special Community Town Hall meeting at 5:02 p.m. in the San Juan Bautista Public Library, 801 Second Street.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present:

Councilmember Scott Freels  
Mayor Pro John Freeman  
Councilmember Jackie Morris-Lopez  
Councilmember EJ Sabathia  
Mayor Leslie Q. Jordan

Chair Jose Aranda (Planning Commission)

Also Present:

Don Reynolds, City Manager  
Brian Foucht, ACM/Community Dev Director  
Elizabeth Soto, Deputy City Clerk

**PUBLIC COMMENT**

No public comment received.

**POWERPOINT REVIEW ON IMPLEMENTATION STRATEGIES AND QUICK REVIEW OF FINAL SURVEY RESULTS**

Stacey Bristow, Citygate Associates, LLC, reviewed the implementation strategies and reviewed the survey results Citygate conducted, and answered questions from the council and the public.

Updated Confidential Community Survey Data

- Both quantitative and qualitative questions
- Community 3.8% (7.3%) return (Above Average)
- Staff 75% return (Well Above Average)
- 81 responses as of 4/7/23 | 158 Responses as of 4/27/23

Top 10 Priorities (new data)

- Water Quality – Most significant as #1/#2

- Roads and Streets and Sidewalks and Curbs
- \*Economic Development
- Water Costs + Water (unspecified)
- \*Business Friendliness (+ Downtown Improvement)
- Crime & Safety
- Schools
- \*Youth Recreation | Development
- \*Cleanliness / Vacant Lots / Blight
- Sewers Service Quality + Sewers (unspecified)
- Communications/Responsiveness w/City

Top 10 Biggest Concerns (*new*)

- Staff or Leadership Capability
- Water Quality + Water Unspecified
- Growing too fast
- Water Cost
- Infrastructure
- Sewer Services Costs & Roads and Streets
- Schools
- Growing too slow– 60% moderate to slow growth ok (0 at not at all/very fast, 15% no opinion, 23% very slow)
- Economic Development

## REVIEW AND DISCUSSION 5-YEAR STRATEGIC/GENERAL PLAN UPDATE AND IMPLEMENTATION SESSION

Stacey Bristow, Citygate Associates, LLC, reviewed and discussed the 5 year Strategic/General Plan update and answered questions from the council and the public.

### Quantitative Studies – *Fail Facts in Execution*

1. Minimal investment/buy-In to aligning with the new plan
2. Lack of clear consistent communication from leadership
3. Add-Ons – Adding to staff's workload while nothing taken away (HBR, 2022)
4. Lack of accountability (both ways)
5. Lack of patience
6. Staff's lack of clarity on the strategy
7. \*Everything is a priority syndrome (my issues first and now)
8. No true allocation of resources
9. Lack of perceived fairness (recognition, rewards)
10. Lack of fostering innovation by leadership
11. Was the right approach utilized in the execution
12. Some failures are success
13. Lack of understanding the real problem (HBR)
14. Understanding organizational capabilities (HBR)
15. Lack of understanding cultural landscape (if they did it before will they do it again?)

## **WRAP UP**

Stacey Bristow, Citygate Associates, LLC, reviewed the core values, Council priorities, the mission statement and the vision statement for the City San Juan Bautista.

Values | Priorities | Mission | Vision

Core Values: Collaboration | Honesty | Resourcefulness | Accountability | Integrity

Council Priorities: Fiscal stability | Infrastructure | Economic Development | Public Safety (Disaster Preparedness / Code Enforcement) | Communication | General Plan | Parks and Recreation

Mission: The City of SJB strives to provide exceptional service to the community by fostering a sustainable economy, while preserving its uniqueness through collaboration, honesty, and resourcefulness.

Vision: San Juan Bautista is a vibrant, thriving community who strives to tell its complete history & cultural heritage while honoring the needs of its residents & businesses. San Juan offers the world a unique destination amidst boundless natural beauty, open space & agricultural resources.

## **ADJOURNMENT**

There being no other business, Mayor Jordan adjourned the meeting at 7:01 p.m.

## **APPROVED:**

\_\_\_\_\_  
Leslie Q. Jordan, Mayor

## **ATTEST:**

\_\_\_\_\_  
Elizabeth Soto, Deputy City Clerk

**CITY OF SAN JUAN BAUTISTA  
CITY COUNCIL  
UNOFFICIAL MEETING MEETINGS  
JUNE 3, 2023**

**CALL TO ORDER**

Mayor Jordan convened the Special Implementation Planning Session at 9:00 a.m. in the San Juan Bautista Public Library, 801 Second Street.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present:

Councilmember Scott Freels  
Mayor Pro John Freeman  
Councilmember Jackie Morris-Lopez  
Councilmember EJ Sabathia  
Mayor Leslie Q. Jordan

Chair Jose Aranda (Planning Commission)

Also Present:

Don Reynolds, City Manager  
Brian Foucht, ACM/Community Dev Director  
Elizabeth Soto, Deputy City Clerk

**PUBLIC COMMENT**

No public comment received.

Welcome and Call to Order

City Manager Don Reynolds welcomed the City Council and members of the public to the Special Implementation Planning Session and introduced Stacey Bristow, Senior Associate for Citygate Associates, LLC.

**EXECUTIVE COMMUNICATIONS**

Ms. Bristow conducted an executive leadership and communication training with the City Manager, Assistant City Manager, and City Council and reviewed the following modules:

- Innovation in Government
- Understanding Belief Systems and Stories
- Communication and Success Signals
- Leadership Practices and Statements
- Roles and Responsibilities
- Service Philosophy Development

- Support Structures
- Messaging and Branding
- Self-Accountability
- Best Practices Helpful Hints

Lunch break 12:00 p.m. – 1:00 p.m.

## **WRAP UP**

Ms. Bristow reviewed the Five-Year Priority Implementation Plan Worksheet with the City Council, staff and community members and discussed, debated, and determined goals and priorities for the City. The City Council discussed the accountability measures and timelines of the priority implementation worksheet.

The City Council reviewed and discussed the Priority Implementation Plan Worksheet Priorities as follows:

- Land Use (Growth / Zoning)
- Economic Development
- Public Safety
- Infrastructure
- Youth and Senior Recreation Activities (Park and Rec)
- Communications
- City Hall and Staff
- Budget
- Maintenance of Parks and Open Space
- Promotion of Public Open Space
- Maintenance of historic and cultural parks and open space
- Noise Programs
- State Route 156 Noise
- Neighborhood Streets
- Disaster Preparedness (Flood related hazards)
- Urban and Wildlands Fire Hazards
- Healthy Environment for the Youth

Ms. Bristow, reviewed the implementation strategies and answered questions from the council and the public.

## **ADJOURNMENT**

There being no other business, Mayor Jordan adjourned the meeting at 3:02 p.m.

**APPROVED:**

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Leslie Q. Jordan, Mayor

**ATTEST:**

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Elizabeth Soto, Deputy City Clerk

**SAN JUAN BAUTISTA CITY COUNCIL  
SPECIAL MEETING  
UNOFFICIAL MINUTES  
JUNE 6, 2023**

**1. CALL TO ORDER**

Mayor Jordan called the special meeting to order at 4:02 p.m. in the Council Chambers, 311 Second Street, San Juan Bautista, California.

**PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Freeman led the pledge of allegiance.

**ROLL CALL**

Present:

Mayor Pro Tem John Freeman  
Councilmember Jackie Morris-Lopez  
Councilmember EJ Sabathia  
Mayor Leslie Q. Jordan

Absent:

Councilmember Scott Freels

Staff Present:

Don Reynolds, City Manager  
Robert Rathie, City Attorney  
Brian Foucht, ACM/Community Development Director  
Elizabeth Soto, CMC, CPMC, Deputy City Clerk

**2. CONSENT**

- A. Approve the Affidavit of Posting Agenda.
- B. Rescind Resolution No. 2023-28 and Approve Resolution No. 2023-XX Permitting the Use within the City Only Between Noon and 10:00 p.m. on July 4, 2023, only on Private Property for which the Owner has Given Prior Permission; and Authorizing Anzar High School Boosters Club to Sell Approve Fireworks Within the City for the July 4, 2023 Holiday.

**MOTION:**

Upon motion by Councilmember Morris-Lopez, second by Councilmember Sabathia, Consent Agenda, item A was approved.

AYES: Councilmembers: Freeman, Morris-Lopez, Sabathia, and Mayor Jordan. NOES: None; ABSTAIN: None; ABSENT: Councilmember Freels. Motion Carried.

The following members of the public commented on Consent item B:



Angela Firpo - opposed to fireworks  
Chris Martorana - opposed to fireworks

**MOTION:**

Upon motion by Mayor Pro Tem Freeman, second by Councilmember Sabathia, Consent Agenda, item B was approved.

AYES: Councilmembers: Freeman, Morris-Lopez, Sabathia, and Mayor Jordan. NOES: None;  
ABSTAIN: None; ABSENT: Councilmember Freels. Motion Carried.

**3. DISCUSSION ITEMS**

**A. Discuss Recommended Changes to the Draft FY 2023-2024 Budget, Discussed on May 25, 2023, and Introduced on May 16, 2023.**

City Manager Don Reynolds and Wendy Cummings, CPA provided an overview of the updated Draft Budget and Capital Improvement Plan for Fiscal Year 2023-2023. Mr. Reynolds reviewed the changes that were discussed at the two budget meetings held on May 16 and May 25, 2023.

The Draft FY 2023-2024 Budget was introduced at the May 16, 2023 City Council meeting.  
General Fund Revenues projected to be down 15%

\$2.3 million to \$2.1 million

Projected General Fund Expenses Decreased 11%

From \$2.3 million to \$2.107million

Subsidy of Community Development (\$224,022)

In support of special Long-Term projects

Water and Sewer building reserves for debt service

The City Council during their May 25, 2023 Budget meeting recommended several initiatives from the Strategic Planning Session.

- Reorganize Public Safety
  - Add Full time Public Safety Coordinator
  - Add Full time Community Services Officer
  - Eliminate Private Security
- Reorganize City general services
  - Add PT Administrative Assistant
- Bolster Recreation
- Economic Development

**Capital Improvements**

- Abbe Park Ball Field Lights
- Bolster up Community Hall Acoustics project
- Bolster up Luck Park Historical Improvements
- Fleet Electrification (3CE grant)
- Dias Lift Station (sewer fund)

The City Council was in support of reclassifying the Library Lead position to a Librarian I.

City Manager Reynolds reviewed the Capital Improvement Budget for FY 2023-24 and fielded questions from the Council.

No public comment received.

#### **4. ADJOURNMENT**

There being no further business, Mayor Jordan adjourned the meeting at 5:30 p.m. Motion to adjourn by Councilmember Sabathia, second by Councilmember Morris-Lopez.

#### **APPROVED:**

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Leslie Q. Jordan, Mayor

#### **ATTEST:**

---

Elizabeth Soto, Deputy City Clerk

**CITY OF SAN JUAN BAUTISTA  
CITY COUNCIL  
UNOFFICIAL MEETING MINUTES  
JUNE 13, 2023**

**1. CALL TO ORDER**

Mayor Jordan called the regular meeting to order at 6:01 p.m. in the Council Chambers, 311 Second Street, San Juan Bautista, California.

**PLEDGE OF ALLEGIANCE**

Councilmember Freels led the pledge of allegiance.

**ROLL CALL**

Present:

Councilmember Scott Freels  
Mayor Pro Tem John Freeman  
Councilmember Jackie Morris-Lopez  
Councilmember EJ Sabathia  
Mayor Leslie Q. Jordan

Absent:

Staff Present:

Don Reynolds, City Manager  
Robert Rathie, City Attorney  
Elizabeth Soto, CMC, CPMC, Deputy City Clerk

**2. CLOSED SESSION – 5:00 P.M. – 6:00 P.M.**

- a. Public Employee Performance Evaluation** – (California Government Code section §54957(b)(1)) – the City Manager.

Closes Session was tabled to next meeting due to technical difficulties.

**PUBLIC COMMENT**

No public comment received.

**3. PUBLIC HEARING**

**A. Valle Vista Landscape and Lighting Maintenance Assessment District No. 1**

- i. Approve a **RESOLUTION** of the City Council of the City of San Juan Bautista Confirming a Diagram and Levy an Assessment for Fiscal Year 2023-2024;
- ii. Approve a **RESOLUTION** of the City Council of the City of San Juan Bautista Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges.

City Manager Don Reynolds provided the report.

Mayor opened the public hearing.

Received public comment from the following member of the public:

Ida Pisano requested that when a Request for Proposals for a landscaping company be sent out to members of community.

Mayor closed the public hearing.

**MOTION:**

Upon motion by Mayor Pro Tem Freeman, second by Councilmember Sabathia, RESOLUTION 2023-38 of the City Council of the City of San Juan Bautista Confirming a Diagram and Levy an Assessment for Fiscal Year 2023-2024, was approved.

AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None. Motion Carried.

**MOTION:**

Upon motion by Councilmember Sabathia, second by Mayor Pro Tem Freeman, RESOLUTION 2023-39 of the City Council of the City of San Juan Bautista Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges, was approved.

AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None. Motion Carried.

**4. CONSENT**

- A. Approve the Affidavit of Posting Agenda.
- B. Waive the Reading of Ordinances and Resolutions on the Agenda Beyond the Title.
- C. Approve a RESOLUTION 2023-40 Confirming the Continued Existence of Two Local Emergencies Related to Excessive Winter Storms Affecting the City of San Juan Bautista.
- D. Approve a RESOLUTION 2023-41 of the City Council of the City of San Juan Bautista Adopting a City Holiday Schedule for Fiscal Year 2023-2024.
- E. Approve a RESOLUTION 2023-42 of the City Council of the City of San Juan Bautista Approving a New Lease for a Photocopier in City Hall, and Authorize the City Manager to Enter into a lease Agreement, with Cannon Solutions America, Inc. ("CSA"), for a five-year term.
- F. Approve the Regular Meeting Minutes of March 21, 2023.
- G. Approve the Strategic Planning Session Meeting Minutes of April 14, 2023.
- H. Approve the Community Town Hall Meeting Minutes of April 15, 2023.
- I. Approve the Regular Meeting Minutes of April 18, 2023.
- J. Approve the Regular Meeting Minutes of May 16, 2023.

**MOTION:**

Upon motion by Councilmember Freels, second by Councilmember Sabathia, Consent Agenda, items A-J, was approved.

AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None. Motion Carried.

**5. INFORMATIONAL ITEMS AND REPORTS**

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

The City Council reported on the meetings that they attended.

## **B. City Council Announcements**

Councilmember Freels announced that John Thomas Jensen Jr. (JT) passed away in May and there will be a celebration of life for him on June 17<sup>th</sup>, and congratulated Hollister High School Varsity Softball team for being ranked number one in the state of California and 5 in the nation. Mayor Jordan announced the Rotary's First Annual rainbow run will be June 17<sup>th</sup>; City of Hollister Pride Celebration, June 25<sup>th</sup>; on June 30 there will be an Inauguration of the 71<sup>st</sup> Speaker of the California State, Robert Rivas.

## **C. Treasurer's Report and Monthly Financial Statements**

Wendy Cummings, CPA presented the report and Monthly Financial Statements.

No public comment.

## **D. City Manager's Report**

City Manager Don Reynolds provided a report and PowerPoint presentation.

No public comment.

### **a. Fire Department Update –**

Receive Report from Chief Martin Del Campo provided an update

No public comment received.

### **b. Sheriff Department Update –**

No report provided.

## **6. DISCUSSION ITEMS**

- A. Discuss the Acceptance of an Award of a \$50,000 Grant for Youth Mentoring from the National Park and Recreation Association ("NRPA").

Receive Report from City Manager Don Reynolds

The City Council expressed concerned about the grant and the way it came about. The City council was in favor of not continuing with the grant and do advance planning.

Mayor Pro Tem was in favor of investigating further and see if it is something that can be worked into the city's program.

No public comment received.

- B. Discuss First Annual Report of the Economic Development Citizen Advisory Committee (EDCAC) - a Standing Committee of the City Council for Business Improvement, Resiliency, and Overall Community Economic Development.

Assistant City Manager/Community Development Director Brian Foucht introduced Teresa Lavagnino, who provided a PowerPoint presentation.

No public comment received.

Councilmember Sabathia left at 7:30 p.m., and rejoined the meeting at 8:00 p.m.

- C. Discuss the Status of the Urban Growth Boundary/Sphere Of Influence Ad Hoc Committee and Potential Brown Act Violation.

Receive Report from City Manager Don Reynolds and City Attorney Rathie.

No public comment received.

## **7. ACTION ITEMS**

- A. **Operational and Capital Improvement Budgets for Fiscal Year Fiscal Year 2023-2024**

Receive Report from City Manager Don Reynolds

No public comment received.

### **MOTION:**

Upon motion by Councilmember Sabathia, second by Mayor Pro Tem Freeman, RESOLUTION 2023-43 of the City Council of the City of San Juan Bautista Fiscal Year 2023-2024 Budget and Capital Improvement Plan, was approved.

AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None. Motion Carried.

- B. **Adopt a List of Projects for Fiscal Year 2023-24 Funded By SB 1: The Road Repair and Accountability Act of 2017**

City Manager Don Reynolds provided report and fielded questions from the Council.

No public comment received.

### **MOTION:**

Upon motion by Councilmember Sabathia, second by Councilmember Freels, RESOLUTION 2023-44 of the City Council of the City of San Juan Bautista List of Projects for Fiscal Year 2023-24 Funded By SB 1: The Road Repair And Accountability Act Of 2017, was approved.

AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None. Motion Carried.

## **8. ADJOURNMENT**

Motion to adjourn by Councilmember Sabathia, second by Mayor Pro Tem Freeman. All in favor. There being no other business, Mayor Jordan adjourned the meeting at 9:42 p.m.

### **APPROVED:**

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Leslie Q. Jordan, Mayor

**ATTEST:**

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Elizabeth Soto, Deputy City Clerk



## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT**

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**DATE:** JULY 18, 2023

**DEPARTMENT:** CITY MANAGER

**FROM:** DON REYNOLDS

**BY:** DON REYNOLDS

**TITLE:** RESOLUTION FOR APROVAL OF THE ANNUAL LEVY  
CFD NO. 2018-01 (“COPPERLEAF” AND “RANCHO  
VISTA” NEIGHBORHOODS)

### RECOMMENDED MOTION:

It is recommended that the City Council:

- 1) Open public comment and accept input from the public and consider any comments or questions; and
- 2) Receive a motion to adopt a Resolution Levying the Annual Special Tax for Fiscal Year 2023/24 for Community Facilities District No. 2018-01.

### RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution, increasing the annual levy of special assessments in Fiscal Year 2023/24 for CFD 2018-01 as follows:

Increase Zone 1 (Copperleaf), from \$487.68 to \$514.98, and  
Increase Zone 2 (Rancho Vista), from \$768.50 to \$793.86.

### EXECUTIVE SUMMARY:

The CFD assessments are paid by each property owner to the County Tax Assessor when the property taxes are paid, and then sent to the City to use to manage the District. These funds have an accounting separate from all other funds, subject to annual review and required to submit an annual report each year.

The CFD Formation report allows for an annual cost-of-living increase and recommends the preferred reserves for each Zone. When reserves are sufficient, the annual cost-of-living increase can be less than the actual inflation rate. Last year the Assessments were not increased but FY 21/22 inflation rate was 4%. This past year, the cost-of-living increased 5.59%.



It is recommended that the Assessment for Zone 1 Copperleaf be increased 5.59%, or \$22.30, from \$487.68 to \$514.98.

It is recommended that Zone 2 Rancho Vista be increased 3.3%, or \$25.36 from \$768.50 to \$793.86.

#### BACKGROUND:

When the City approves the conditions for a new development, it requires that a service district (Community Facilities District or “CFD”) be established to collect funds from each property owner, and use these funds (“Assessments”) to maintain those common public improvements unique and special to each new community. This includes, but is not limited to, the weekly landscape maintenance, street lighting, streets, and sidewalks. The allowed uses for the funds are defined in the CFD Formation Report provided on the City’s website and made part of the attached proposed Resolution.

On October 16, 2018 the City Council officially formed San Juan Bautista Community Facilities District No. 2018-01 in order to levy a special tax to fund the public services (the “Services”) required to maintain certain public improvements within the boundaries of the CFD pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 and following) (the “Act”). Both the Copperleaf and Rancho Vista maintenance programs are part of this one district but the costs are estimated separately referred to as “Zone 1” and “Zone 2” respectively.

At the time the District was formed, a “maximum special tax” for each tax area was calculated. In FY 22/23, the rates were set at these maximum rates:

Zone 1 Copperleaf has a maximum tax of \$934.39

Zone 2 Rancho Vista has a maximum tax of \$1,193.29

In FY 23/24, these maximum rates increased as follows:

Zone 1 Copperleaf has a maximum tax of \$986.80

Zone 2 Rancho Vista has a maximum tax of \$1,260.09

Before these improvements are built, the Developer deposits a performance bond equal to the estimated cost of the improvements in the Formation Report. This bond is leveraged by the City to assure that these improvements are built to City Engineer’s standards. When accepted by the City, the District and the City then assume responsibility for maintaining the improvements. “Partial Acceptance” can happen when only some of the improvements have been completed (i.e., building a roundabout, stormwater system improvements). If the developer fails to maintain the improvements before the City accepts them, the District can step in before they fall apart.

Over the past three years, the assessments have been building their reserves. This allows for Assessments to be less than the maximum recommended rate. In FY 21/22 Zone 1 was taxed

\$487.68 (\$15.82 increase), and Zone 2 was taxed \$768.50 (\$90.18 increase). For FY 22/23, there was no increase to either Zone.

### DISUCSSION

Costs associated with these two CFD's are split into Operational budgets and Capital Improvement budgets, as provided in the second Attachment. There is a 20% administrative fee for each Zone based on the Operational Budget estimate. Reserves for the Operational Budget are recommended to be 10% of the estimated cost. The Capital Reserves are recommended to be 50% of annual costs after the first five years.

Inflation continues to grow at a pace faster than the 5% increase maximum. For this reason, it is recommended that small increases be considered for FY 23/24. A 5.9% increase is applied to the Operational budgets, each district would need to increase its assessment accordingly to break-even:

Zone 1 Copperleaf is recommended to be increased 5.59%, or \$22.30, from \$487.68 to \$514.98.

Zone 2 Rancho Vista is recommended to be increased 3.3%, or \$25.36 from \$768.50 to \$793.86.

Copperleaf's Operational reserves are solid increasing from \$4,700 to an estimated \$7,800 by June 30, 2024. This exceeds 10% of the annual operational expenses (estimated to be \$13,000 in FY 23/24). The Operational reserves in Rancho Vista's CFD were \$7,650 in FY 21/12, and are estimated to be \$12,000 by June 30, 2024. This exceeds the 10% recommended for the operation reserve, with an annual Operation expense for FY 23/24 estimated to be \$30,000.

Copperleaf's Capital Reserves have increased \$22,500 to \$33,482 by June 30, 2024. Rancho Vista's Capital Reserves have increased from \$83,000 to \$108,900 by June 30, 2024.

These budgets and proposed increases were shared in two community meetings held May 18 and May 31, 2023. These two meetings were a good opportunity to discuss a variety of issues, in addition to the need to increase the Assessments. Several Councilmembers attended as well.

### FISCAL IMPACT:

No fiscal impact to the City of San Juan Bautista.

### ATTACHMENTS:

1. Resolution Approving the Levy of Taxes for the CFD
2. Budgets for Zone 1 (Copperleaf) and Zone 2 (Rancho Vista)

## **RESOLUTION NO. 2023-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA LEVYING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2018-01 FOR FISCAL YEAR 2023/24**

**WHEREAS**, the City Council of the City of San Juan Bautista, California (the “City Council”), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors authorizing the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1. Division 2, Title 5 of the Government Code of the State of California (the “Act”). Said special tax district is known and designated as Community Facilities District No. 2018-01 (the “CFD”).

**WHEREAS**, CFD 2018-01 currently serves two communities; the Copperleaf community known as “Zone 1,” and; the Rancho Vista community known as “Zone 2.”

**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 specific special tax to be collected for the CFD, for Fiscal Year 2023//24 is hereby determined and established as shown on the attached special tax rolls for each of the two Tax Zones.

**SECTION 3.** The special tax as set forth on said attachment does not exceed the amount as previously authorized by Ordinance of this City Council and is not in excess of that as previously approved by the individual electors of the CFD, and is in compliance with the provisions of Proposition 218, Section XIII C of the California Constitution.

**SECTION 4.** The proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following, and shall not be used for any other purpose:

- Landscape Maintenance
- Park Maintenance
- Recreational Equipment
- Street and Sidewalk Maintenance
- Curb & Gutter Maintenance
- Street Lighting Maintenance
- Storm Drain Maintenance
- Sound Wall Maintenance
- Fencing
- Graffiti Abatement
- Mosquito Abatement

**SECTION 5.** The special tax shall be collected in the same manner as ordinary ad valorem

property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquent ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special tax.

**SECTION 6.** All monies collected shall be paid into a fund for the CFD, including any reserve amounts.

**SECTION 7.** The County Auditor-Controller is hereby directed to enter in the next County assessment roll on which property taxes will become due, opposite each lot or parcel of land affected in a space marked “public service” or “special tax”, or by any other suitable designation, the installment of the special tax and the exact amount of the special tax as submitted.

**SECTION 5.** The County Auditor-Controller shall then, at the close of the tax collection period, provide a detailed report showing the parcels and corresponding special tax amounts.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of July, 2023, by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

\_\_\_\_\_  
Leslie Jordan, Mayor

**ATTEST:**

\_\_\_\_\_  
Elizabeth Soto Deputy City Clerk

**2023/24 SPECIAL TAX ROLL FOR TAX ZONE 1 (COPPERLEAF)**

<u>APN</u>	<u>Lot</u>	<u>2023/24 Special Tax</u>	<u>APN</u>	<u>Lot</u>	<u>2023/24 Special Tax</u>
002-610-007	1	\$514.98	002-610-030	24	\$514.98
002-610-008	2	\$514.98	002-610-031	25	\$514.98
002-610-009	3	\$514.98	002-610-032	26	\$514.98
002-610-010	4	\$514.98	002-610-033	27	\$514.98
002-610-011	5	\$514.98	002-610-034	28	\$514.98
002-610-012	6	\$514.98	002-610-035	29	\$514.98
002-610-013	7	\$514.98	002-610-036	30	\$514.98
002-610-014	8	\$514.98	002-610-037	31	\$514.98
002-610-015	9	\$514.98	002-610-038	32	\$514.98
002-610-016	10	\$514.98	002-610-039	33	\$514.98
002-610-017	11	\$514.98	002-610-040	34	\$514.98
002-610-018	12	\$514.98	002-610-041	35	\$514.98
002-610-019	13	\$514.98	002-610-042	36	\$514.98
002-610-020	14	\$514.98	002-610-043	37	\$514.98
002-610-021	15	\$514.98	002-610-044	38	\$514.98
002-610-022	16	\$514.98	002-610-045	39	\$514.98
002-610-023	17	\$514.98	002-610-046	40	\$514.98
002-610-024	18	\$514.98	002-610-047	41	\$514.98
002-610-025	19	\$514.98	002-610-048	42	\$514.98
002-610-026	20	\$514.98	002-610-049	43	\$514.98
002-610-027	21	\$514.98	002-610-050	44	\$514.98
002-610-028	22	\$514.98	002-610-051	45	<u>\$514.98</u>
002-610-029	23	\$514.98			<b>\$23,174.10</b>

## 2023/24 SPECIAL TAX ROLL FOR TAX ZONE 2 (RANCHO VISTA)

<u>APN</u>	<u>Lot</u>	<u>2023/24 Special Tax</u>	<u>APN</u>	<u>Lot</u>	<u>2023/24 Special Tax</u>
002-620-001	11	\$793.86	002-620-047	57	\$793.86
002-620-002	10	\$793.86	002-620-048	58	\$793.86
002-620-003	9	\$793.86	002-620-049	Basin	\$0.00
002-620-004	8	\$793.86	002-620-051	Park	\$0.00
002-620-005	7	\$793.86	002-620-052	4	\$793.86
002-620-006	6	\$793.86	002-620-053	3	\$793.86
002-620-007	5	\$793.86	002-620-054	2	\$793.86
002-620-008	12	\$793.86	002-620-055	1	\$793.86
002-620-009	13	\$793.86	002-620-056	50	\$793.86
002-620-010	14	\$793.86	002-620-057	49	\$793.86
002-620-011	15	\$793.86	002-620-058	48	\$793.86
002-620-012	16	\$793.86	002-620-059	53	\$793.86
002-620-013	17	\$793.86	002-620-060	52	\$793.86
002-620-014	18	\$793.86	002-620-061	51	\$793.86
002-620-015	19	\$793.86	002-620-062	N/A	\$0.00
002-620-016	20	\$793.86	002-220-012	75	\$793.86
002-620-017	21	\$793.86	002-220-013	74	\$793.86
002-620-018	22	\$793.86	002-220-014	73	\$793.86
002-620-019	23	\$793.86	002-220-015	72	\$793.86
002-620-020	24	\$793.86	002-220-016	71	\$793.86
002-620-021	25	\$793.86	002-220-017	70	\$793.86
002-620-022	26	\$793.86	002-220-018	80	\$793.86
002-620-023	27	\$793.86	002-220-019	79	\$793.86
002-620-024	28	\$793.86	002-220-020	78	\$793.86
002-620-025	29	\$793.86	002-220-021	77	\$793.86
002-620-026	30	\$793.86	002-220-022	76	\$793.86
002-620-027	31	\$793.86	002-220-023	C	\$0.00
002-620-028	32	\$793.86	002-220-024	81	\$793.86
002-620-029	33	\$793.86	002-220-025	82	\$793.86
002-620-030	34	\$793.86	002-220-026	83	\$793.86
002-620-031	35	\$793.86	002-220-027	84	\$793.86
002-620-032	36	\$793.86	002-220-028	85	\$793.86
002-620-033	37	\$793.86	002-220-029	D	\$0.00
002-620-034	38	\$793.86	002-220-030	59	\$793.86
002-620-035	39	\$793.86	002-220-031	60	\$793.86
002-620-036	40	\$793.86	002-220-032	61	\$793.86
002-620-037	41	\$793.86	002-220-033	62	\$793.86
002-620-038	42	\$793.86	002-220-034	63	\$793.86
002-620-039	43	\$793.86	002-220-035	64	\$793.86
002-620-040	44	\$793.86	002-220-036	69	\$793.86
002-620-041	45	\$793.86	002-220-037	68	\$793.86
002-620-042	46	\$793.86	002-220-038	67	\$793.86
002-620-043	47	\$793.86	002-220-039	66	\$793.86
002-620-044	54	\$793.86	002-220-040	65	\$793.86
002-620-045	55	\$793.86	002-220-041	E	\$0.00
002-620-046	56	\$793.86	002-220-042	G	\$0.00
					<b>\$67,478.10</b>

All permits have been issued, as of June 15, 2020  
5.59% CPI increase not fully applied for 2023  
85 taxable parcels

**City of San Juan Bautista**  
**Community Facilities District No. 2018-01**

Fiscal Year 2023/24 Cost Estimate Summary - Copperleaf

<b>Item</b>	<b>Cost</b>
<b>Maintenance</b>	
Landscape Maintenance	\$11,116.77
Street Lighting Maintenance	\$822.66
Street Maintenance	\$1,202.35
Rounding Adjustment	<u>\$0.30</u>
<b>Total Maintenance Cost</b>	<b>\$13,142.09</b>
<b>Administrative Cost</b>	<b>\$2,628.42</b>
<b>Reserves</b>	
Operating Reserve (10% of Total Maintenance Cost)	\$1,577.05
Annual Capital Replacement Reserve	<u>5,826.54</u>
<b>Total Reserves</b>	<b>\$7,403.60</b>
<b>Total Estimated Special Tax Amount - Fiscal Year 2023/24</b>	<b>\$23,174.10</b>
<b>Total Number of Developed Single Family Parcels</b>	<b>45</b>
<b>Fiscal Year 2023/24 Applied Special Tax per Parcel</b>	<b>\$514.98</b>
<b>Fiscal Year 2023/24 Maximum Special Tax per Parcel</b>	<b>\$986.80</b>

<b>Operating Reserve Fund Balance</b>	
Estimated Reserve Fund Beginning Balance (7/1/2023)	\$6,190.42
2023/24 Operating Reserve Fund Collection/(Reduction)	<u>\$1,577.05</u>
Estimated Reserve Fund Ending Balance (6/30/2024)	<b>\$7,767.47</b>

<b>Capital Replacement Fund Balance</b>	
Estimated Reserve Fund Beginning Balance (7/1/2023)	\$27,655.16
2023/24 Contribution to Capital Replacement	<u>\$5,826.54</u>
Estimated Reserve Fund Ending Balance (6/30/2024)	<b>\$33,481.70</b>

**City of San Juan Bautista**  
**Community Facilities District No. 2018-01**

Fiscal Year 2023/24 Cost Estimate Summary - Rancho Vista

<b>Item</b>	<b>Cost</b>
<b>Maintenance</b>	
Landscape Maintenance	\$25,612.17
Street Lighting Maintenance	\$2,434.86
Street Maintenance	\$2,768.45
Rounding Adjustment	<u>\$0.12</u>
<b>Total Maintenance Cost</b>	<b>\$30,815.60</b>
<b>Administrative Cost</b>	<b>\$6,163.12</b>
<b>Reserves</b>	
Operating Reserve (10% of Total Maintenance Cost)	\$3,697.87
Annual Capital Replacement Reserve	<u>\$26,801.50</u>
<b>Total Reserves</b>	<b>\$30,499.37</b>
<b>Total Estimated Special Tax Amount - Fiscal Year 2023/24</b>	<b>\$67,478.10</b>
<b>Total Number of Developed Single Family Parcels</b>	<b>85</b>
<b>Fiscal Year 2023/24 Applied Special Tax per Parcel</b>	<b>\$793.86</b>
<b>Fiscal Year 2023/24 Maximum Special Tax per Parcel</b>	<b>\$1,260.09</b>

<b>Operating Reserve Fund Balance</b>	
Estimated Reserve Fund Beginning Balance (7/1/2023)	\$8,355.13
2023/24 Operating Reserve Fund Collection/(Reduction)	<u>\$3,697.87</u>
Estimated Reserve Fund Ending Balance (6/30/2024)	<b>\$12,053.00</b>

<b>Capital Replacement Fund Balance</b>	
Estimated Reserve Fund Beginning Balance (7/1/2023)	\$82,091.15
2023/24 Contribution to Capital Replacement	<u>\$26,801.50</u>
Estimated Reserve Fund Ending Balance (6/30/2024)	<b>\$108,892.65</b>





## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT**

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**DATE:** JULY 18, 2023

**DEPARTMENT:** CITY MANAGER

**FROM:** DON REYNOLDS

**TITLE:** JULY 4 2023 FIREWORKS COMPLIANCE DE-BRIEFING

### RECOMMENDED MOTION:

No motion is sought for this Discussion Item.

### RECOMMENDATION:

It is recommended that the City Council review and discuss compliance in the community to the City Council's Fireworks Resolution 2023-37, during the period beginning June 30, 2023, ending at dawn July 5, 2023.

### EXECUTIVE SUMMARY:

In October 2022, the City concluded its discussion of different Fireworks policies, and concluded to maintain the same policies in 2023, that it established for 2022, paraphrased and summarized as follows: allow the sale of "safe and sane" fireworks by one non-profit from June 30- July 4, 2023, and the use of "safe and sane" fireworks in the City only on July 4, from Noon to 10 PM. The City Council adopted Resolution 2023-37 June 6, 2023 approving this policy and associated fine schedule. The attached reports from the City's Code Enforcement Officer, private security, Sheriff and anecdotal conversations with the Fire Marshal and community members that have occurred since July 5, 2023, indicate that the highly visible enforcement and preventative communication effort helped gain good compliance by the community to the City's fireworks policies.

### BACKGROUND:

Following the 4<sup>th</sup> of July, 2020, the City has considered various strategies to better protect residents from the adverse effects of the noise from fireworks that impacts certain individuals and their pets. More restrictive policies were considered before and after the 4<sup>th</sup> of July 2022. Beginning in May, 2022, and lasting until October, 2022, the City considered three different policies. The most restrictive was the banning of both the sale and use of all fireworks in the City. A lengthy deliberation by the Council occurred September 20<sup>th</sup> around the merits of fireworks and the Resolution to ban all sales and use of fireworks was amended as submitted for first reading, to be comeback at the next meeting for second reading and adoption. At the next regular City Council

meeting October 18, 2022, another lengthy deliberation occurred that included members of the High School Booster Club, and the following decision was made:

**A motion was made by Council Member Freels to postpone the ordinance indefinitely. The motion was seconded by Council Member Freeman. The motion passed on a roll call vote of 4 Yes-0 No-1 Absent (Edge).**

Designating the appropriate non-profit organization and allowing them to sell fireworks is required to be approved annually. The policy to allow the sale of fireworks to occur prior to and including the 4<sup>th</sup> of July, limiting the use of fireworks to noon to 10 PM only on the 4<sup>th</sup> of July remained intact for 2023. In April 18<sup>th</sup>, 2023, the City adopted Resolution 2023-28, but it contained errors related to the 2022 drought conditions and did not include the time stipulation limiting the use of the fire works to the 4<sup>th</sup> of July. That Resolution was rescinded and replaced by a corrected Resolution 2023-37 on June 6, 2023 (attached).

## DISCUSSION

On May 24, 2023, the City Manager and Fire Marshall attended a webinar sponsored by the League of California Cities concerning fireworks policies. Approximately 300 persons attended, mostly representing fire personnel including several Fire Chiefs. A lot of frustrated fire fighters expressed their concerns and their city's struggle with the proliferation of fireworks, the continued growth of illegal fireworks, and the general drunkenness and recklessness that surrounds parties where the use of fireworks occurs. Some cities that banned all fireworks expressed that it worked at first, but the problem was returning and growing worse. Most agreed that enforcing policies needed to be done with armed safety officers due to the reckless behavior. But the most significant enforcement tool is the ability to cite property owners, rather than individuals. The result of this policy is the use of fireworks then moves to the street or other public property.

The City's policy is close to "best practices," as it seems to be reasonable to allow some use of the fireworks on this holiday, and to allow the non-profit to benefit from the sale of fireworks. The key phrase in the policy is establishing a "Host Ordinance" where the property owners can be held responsible for the use of fireworks on their properties. Special "Host Liability Language" will help defeat citation appeals. Notices to rental property associations, and property management firms can help with compliance at apartment buildings and other shared housing. It is recommended that the Fire Chief and City Attorney review this language in the City's policies well before the 4<sup>th</sup> of July 2024.

Attached are the reports received regarding the compliance and enforcement of the City's policies between June 30, and dawn on July 5<sup>th</sup> 2023. For this discussion, the Fire Chief, Sheriff, and Code enforcement will be present to describe the event, the attached reports, how the policies were implemented, their effectiveness, and the public's response.

In general, this year's implementation of the fireworks policies was effective. Having the same policy two consecutive years helps everyone understand the shared expectations. The public's use of fireworks may never be completely eliminated, but at least there was compliance by most. Two

citations were written, and there were no local fires to report. Most of the noise ended before 10 P.M. The outcome may be different when the 4<sup>th</sup> falls on a weekend. The Fire Chief and City Manager need to follow the best practices and make certain the City has the strongest policy it can have.

FISCAL IMPACT:

The outreach, cameras, fencing, banners, and extra private security have been budgeted at \$6,000, and this is close to the cost of the 2023 enforcement effort. Invoices are still being collected for 2024, and a final cost has not been determined.

ATTACHMENTS:

Resolution 2023-37

4<sup>th</sup> of July Reports from Code Enforcement, Sheriff, and Private Security

**RESOLUTION NO. 2023-37**

**A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA PERMITTING THE USE WITHIN THE CITY ONLY BETWEEN NOON AND 10:00 P.M. ON JULY 4, 2023, ONLY ON PRIVATE PROPERTY FOR WHICH THE OWNER HAS GIVEN PRIOR PERMISSION; AND AUTHORIZING THE ANZAR HIGH SCHOOL BOOSTERS CLUB TO SELL APPROVED FIREWORKS WITHIN THE CITY FOR THE JULY 4, 2023, HOLIDAY**

**WHEREAS**, Section 5-16-100 of Chapter 5-16 of the City's Municipal Code entitled "Fireworks" prohibits setting off fireworks within the City except at such times and places as the City Council may be order designate and permit; and

**WHEREAS**, Section 5-1-165 of Chapter 5-1 entitled "California Fire Code, 2022 Edition" amends Section 7802 of the Uniform Fire Code to permit, upon approval by the City Council, the issuance by the Fire Chief of one permit for the sale during the period from noon on June 30 to midnight on July 4 of factory-packaged assortments of legal fireworks permitted by the State Fire Marshall for use by the general public; and

**WHEREAS**, the City of Hollister provides fire protection services under contract to the City of San Juan Bautista and the Fire Chief of the City of Hollister serves presently as the Fire Chief of the City of San Juan Bautista; and

**WHEREAS**, on March 20, 2023, a request was received from American Promotional Events, Inc. dba TNT Fireworks on behalf of the Anzar High School Boosters Club to sell "safe and sane" fireworks daily during the hours of 9:00 a.m. and 10:00 p.m., commencing on June 30, 2023 and ending at 7:00 p.m. on July 4, 2023, from a fireworks' stand to be located in the parking lot of The Windmill Market at 310 The Alameda; and

**WHEREAS**, American Promotional Events, Inc dba TNT Fireworks has provided proof of insurance coverage including, but not limited to, commercial general liability in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate naming the City of San Juan Bautista as an additional insured; and

**WHEREAS**, on June 29, 2021, by Resolution 2021-34A the City Council approved the delegation of authority to its private security provider to issue administrative citations for violation of the City's fireworks laws; and

**WHEREAS**, by Resolution 2021-34A the City Council also established a bail schedule for administrative citations issued pertaining to enforcement of Section 5-16-100 which provides for a fine of \$1,000 for a first offense, \$2,500 for a second offense and \$5,000 for a third or subsequent offense.

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

1. The above Recitals are true and correct.
2. In accordance with Section 5-16-100 of the Municipal Code the City Council hereby designates, permits and orders that the date of July 4, 2023, commencing at noon and ending at 10:00 p.m. shall be the date and times during which it shall be lawful for any person over the age of 18, or a minor accompanied by and under the supervision of a parent or guardian, to ignite, fire off, or cause to be exploded fireworks of the type approved by the State Fire Marshall for use by the general public which are sold only in factory-packaged assortments.
3. In accordance with Section 5-16-100 of the Municipal Code the City Council further designates, permits and orders the use of the fireworks described in Section 1 only on private property within the City for which the owner of the property has given prior permission for such use.
4. The City Council hereby affirms the bail schedule established by Resolution 2021-34A for violation of Section 5-16-100.
5. In accordance with Section 5-1-165 of the Municipal Code, the City Council hereby directs that one permit be issued for the sale of factory-packaged legal fireworks of the type permitted by the California State Fire Marshall for use by the general public for use where permitted by local regulation and requests the Fire Chief of the City of Hollister to issue that permit to the Anzar High School Boosters Club to allow the sale of such fireworks, between the hours of 9:00 a.m. to 10:00 p.m., in the City of San Juan Bautista at the Windmill Market, 301 The Alameda, commencing at noon on June 30, 2023 and ending at 7:00 p.m. on July 4, 2023. The Anzar High School Boosters Club is a non-profit organization and is not required to obtain a business permit for this fundraising event from which the receipts are used solely for a benevolent purpose.
6. For purposes of clarity the use of any fireworks within the City other than legal "safe and sane" fireworks contained in factory-packaged assortments of fireworks permitted by the State Fire Marshall for use by the general public by those persons and during the period and at the locations designated by this resolution may subject the user to the penalties provided by Resolution 2021-34A.
7. Rescind Resolution 2023-28 approved April 18, 2023.

**PASSED AND APPROVED** this 6th day of June, 2023 at a special meeting of the City Council by the following vote:


**AYES:** Councilmembers: Freeman, Morris-Lopez, Sabathia, and Mayor Jordan

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Councilmember Freels

**APPROVED:**

  
\_\_\_\_\_  
Leslie Q. Jordan, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Elizabeth Soto, Deputy City Clerk



P.O. Box 1420  
311 Second Street  
San Juan Bautista, CA 95045  
(831) 623-4661  
Fax: (831) 623-4093

#### **City Council**

**Mayor**  
Leslie Q. Jordan

**Mayor Pro Tem**  
John Freeman

**Councilmember**  
Scott Freels

**Councilmember**  
Jackie Morris-Lopez

**Councilmember**  
EJ Sabathia

**City Manager**  
Don Reynolds

**City Clerk**  
Vacant

**City Treasurer**  
Michelle Sabathia

**Fire Chief**  
Bob Martin Del Campo

# **City of San Juan Bautista**

*The "City of History"*

## **SPECIAL JULY 4<sup>TH</sup> 2023 REPORT**

This was the second year working with Kysmet Security during the Fourth of July holiday. It was the third year the City has coordinated with the Fire Department and Sheriff's Office to achieve a mission to prevent fires through the suppression of the use of illegal fireworks and regulate the use of safe and sane fireworks. Any activities outside the Fourth of July mission were entered into iWorQ as required.

Preparation for the Fourth of July event once again included the acquisition of one (1) message board and two (2) existing boards displaying the message "LEGAL FIREWORKS PERMITTED ONLY ON JULY 4TH BETWEEN 6PM AND 10PM". The boards were strategically placed at all three entrances into the City and fully operational on June 30, 2023 and removed on July 5, 2023. In addition, the four (4) video trailers had a 3'X5' banner displaying the same information. Physical security for the camera trailers once again was provided by Orta Fencing. Orta Fencing was punctual and professional during the delivery, setup, and takedown.

As noted, in addition to the message boards there were four (4) camera trailers deployed throughout the city. Pacific Highway Rentals in Oakland provided the camera equipment and message board(s) last year and again this year. The camera trailers were located at State Parks, Third and Monterey at the Library, Abbe Park on Fifth Street and at the park in Copperleaf. There were two Administrative Citations issued one on June 30, 2023 and the other on July 4, 2023 the video camera was instrumental in the issuance of one of the citations. The issuance of the citations appears to have been a deterrent for others thinking about setting off illegal fireworks. The videos are still being reviewed and may lead to additional Administrative Citations being issued.

Once again, I received invaluable assistance from all the Public Works and especially staff member Paul Champion with the deployment of the message board and camera trailers and to assist with the fence enclosures. The deployment and takedown went flawlessly. The personnel associated with both the camera systems and message boards provided support services 24/7. Overall evaluation of the equipment and services provided were A+.

Kysmet Security once again stepped up and provided excellent service to include the issuance of an Administrative Citation for fireworks. Once again the quality of the Officers assigned was above average and professional. Communication was by two-way radios and cell phone communications with the Supervisor in charge of the assigned teams. The additional coverage for 6/30-7/1 was an additional two man unit, 7/2-7/3 one additional Officer and 7/4 two (2) additional two man units.

As a result of the coordinated efforts of Planning, Preparation, and Implementation there were no fires reported, two (2) Administrative Citations issued one by a Kysmet Security Officer and one myself. Both citations were for violation of the Fireworks Code Section 5-16-100.



## SAN BENITO COUNTY SHERIFF'S OFFICE

---

2301 Technology Pkwy, Hollister, CA 95023  
Phone: 831-636-4080 Fax: 831-636-1416

**ERIC TAYLOR**

SHERIFF – CORONER

### San Juan Bautista Fourth of July statistics and calls for service

*Good evening,*

*I have attached the significant calls for service and statistics for the fourth of July weekend. Please take of those a look at the great work by all involved.*

#### ❖ **07/01/2023: Runaway Juvenile**



- Female teenage was supposed to be picked up father at drop off site.
- Female teenager ran away with boyfriend in his car.
- Father reported her as missing.

#### ❖ **07/04/2023: Domestic Violence**



- Male and female involved in physical altercation.
- Male arrested and booked into county jail.

Firework Calls for Service: 4

Party Calls for Service: 1

*Great job by code enforcement and the Kysmet security team. The presence of those two combined with the Sheriff's deputies provided much needed support and security. I have been approached in town by several residents and business owners who advised me that they were pleased with the enforcement of the fireworks.*

*It has been a pleasure working with the city of San Juan Bautista. In the short amount of time, we have been working together, we have been able to provide stellar service for the residents and business owners. The future looks bright for us as we continue to keep the streets of San Juan Bautista safe and secure.*

*If you have any further questions related to the stats or any other questions, please feel free to contact me anytime.*

*Sincerely,*

*San Juan Bautista Deputy D. Villanueva #1070*

#### MISSION STATEMENT

TO SERVE THE PUBLIC BY ESTABLISHING A PARTNERSHIP WITH THE COMMUNITY TO PROTECT LIFE AND PROPERTY, PREVENT CRIME AND SOLVE PROBLEMS





## Case Report

06/30/2023 - 07/04/2023

Main Status	Status	Case #	Case Date	Date of Compliance	Violation(s)	Parcel Address	Violation Location	Description
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**Group:**

	Admin Citation	23204	7/4/2023	7/4/2023	SJBMC 5-16-100 Fireworks		907 Third Street	Aerial fireworks
	Closed	23203	7/1/2023		July Activities			
	Admin Citation	23202	6/30/2023		SJBMC 5-16-100 Setting off fireworks		300A Fifth Street	

**Group Total: 0**

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Total Records: 0

7/14/2023

Page: 1 of 1

07/04/2023	Brown, Rich	Check emails and phone messages Fireworks suppression Adjust cameras Issued Administrative Citation for fireworks violation Discovered missing/lost dog and reunited her with the owner. Contacted residents at apartments at 59 Muckelemei regarding threatening Kysmet Officers. alcohol was cause of the negative attitude and apologies were exchanged.	
	07/03/2023	Brown, Rich	Check emails and phone messages. Fireworks suppression
	07/02/2023	Brown, Rich	Check emails and phone messages Fireworks suppression
	07/01/2023	Brown, Rich	Check emails and phone messages Firework suppression



**Kysmet Security Patrol inc**  
**21 W Laurel Dr Unit 49 Salinas, California 93906**  
**831-998-7963 - www.kysmet.net**

License #  
PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	1600	0000	007	21790140

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

1600: Arrived on shift. Conducted a vehicle inspection. Fueled up unit 2. Started patrol of SJB city limits.

1645: checked on Valero gas station. No suspicious activity or incidents to report at the moment. Area is secure.

1653: patrolled through cemetery. No suspicious activity or incidents to report at the moment. Area is secure.

1708: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report at the moment. Area is secure.

1713: checked on Valero gas station. A white toyota Tacoma was parked on the dirt under the tree of the property. Employees informed me it was another Employees vehicle and they would move. Nothing further to report.

1734: patrolled through mission garden apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1736: checked on abbe park. No suspicious activity or incidents to report at the moment. Area is secure.

1742: checked on water tank. Verified gate is locked. No activity or incidents to report. Area is clear and secure.

1758: patrolled through Salinas Rd. No suspicious activity or incidents to report at the moment. Area is secure.

1703: patrolled through mission Vineyard. No suspicious activity or incidents to report at the moment. Area is secure.

1800: doubled up with officer Pacheco.

1810: patrolled through mission farm campgrounds. No suspicious or incidents to report at the

moment. Area is secure.

1816: patrolled through Copperleaf area. No suspicious activity or incidents to report at the moment. Area is secure.

1820: patrolled through Hacienda Hotel. No suspicious activity or incidents to report at the moment. Area is secure.

1825: patrolled through elementary school. Last employee is leaving campus. No other activity or incidents to report. Area is clear and secure.

1827: patrolled through windmill market parking lot. No suspicious activity or incidents to report at the moment. Area is secure.

1837: patrolled through SJB mission. Upon arrival I observed a branch hanging from one of the trees in the parking lot. Was not able to make contact with anyone at the mission. Code enforcement was notified.

1853: patrolled through windmill market parking lot. No suspicious activity or incidents to report. Area is secure.

1906: patrolled through library. No suspicious activity or incidents to report. Area is clear and secure.

1911: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

1918: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

1925: patrolled through cemetery. No activity or incidents to report. Area is secure.

1927: checked on veterans hall. Verified all gates are locked. No activity or incidents to report. Area is clear and secure.

1929: patrolled through mission garden apartments. No suspicious activity or incidents to report. Area is secure.

1936: checked on water tank. No activity or incidents to report. Area is clear and secure.

1945: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

1951: patrolled through mission Vineyard. No suspicious activity or incidents to report. Area is secure.

2003: patrolled through mission farm campgrounds. No suspicious suspicious or incidents to report. Area is secure.

2008: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

2012: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

2017: patrolled through elementary school. No activity or incidents to report. Area is clear and secure.

2027: patrolled through SJB mission. No suspicious activity or incidents to report. Area is secure.

2035: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2046: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2054: patrolled through windmill parking lot. Customers are leaving store. Windmill market employees are closing. While standing by I observed an illegal firework go off in the air. I then went to check on area. While patrolling the area another illegal firework was set off. While patrolling 5th street The Fire Marshall of San Benito County waved officer Pacheco and I down at 300 A 5th st. Fire Marshall witnessed a 16 year old male setting off illegal fireworks. Deputies arrived to assist but then continued on with patrol. Citation was issued father of 16 year old without incident.

2128: continued patrol of SJB city limits.

2144: patrolled through windmill parking lot. Assisted FedEx driver with vehicle maintenance. Conducted a foot patrol. Verified all business doors were locked. No other activity or incidents to report. Area is secure.

2206: patrolled through elementary school. No suspicious activity or incidents to report. Area is clear and secure.

2213: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

2222: patrolled through mission Vineyard. No suspicious suspicious or incidents to report. Area is clear and secure.

2230: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

2237: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

2247: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2249: checked on veterans hall. No activity or incidents to report. Area is clear and secure.

2300: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2305: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

2314: patrolled through SJB mission. No activity or incidents to report. Area is clear and secure.

2320: met with 2nd shift for pass downs.

0000: end of shift.

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-06-30 23:53

SAVE A TREE - DON'T PRINT ME!



**Kysmet Security Patrol inc**  
**21 W Laurel Dr Unit 49 Salinas, California 93906**  
**831-998-7963 - www.kysmet.net**

License #  
PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	1600	0000	010	21790142

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

**1600 - 0000 - - - - -**

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

***Description Of Activities***

1600HRS enroute to SJB

1900HRS Started Solo patrol

1910HRS Conducted a patrol of salinas rd . No issues or suspicious activity to report

1920HRS Conducted a patrol of 3rd st. No issues or suspicious activity to report

1934HRS Conducted a patrol of Monterey st. No issues or suspicious activity to report

1947HRS Conducted a patrol of the cemetery. No issues or suspicious activity to report

1956HRS Conducted a patrol of mukelemi st. No issues or suspicious activity to report

2008HRS Conducted a patrol of 5th st. No issues or suspicious activity to report

2013HRS Conducted a patrol of 6th st. No issues or suspicious activity to report

2023HRS Conducted a patrol of 7th st. No issues or suspicious activity to report

2038HRS conducted a patrol of Lang st. No issues or or activity to report

2047HRS conducted a patrol of the water tower. No issues or suspicious activity to report

2055HRS Conducted a patrol of Polk st. No issues or suspicious activity to report

2110 hrs conducted a patrol of the San Juan mission. No issues or suspicious activity to report

2115hrs waited for windmill market to close. No issues or suspicious activity to report

2128HRS issued citation for fireworks as requested by the Fire Marshall. Address of incident 300A 5th st. Nothing further to report

2146HRS Conducted a patrol of downtown SJB. no issues or suspicious activity to report

2156HRS Conducted a patrol of 2nd st. No issues or suspicious activity to report

2209 hrs arrived at Valero to oversee closing. No issues or suspicious activity to report

2227HRS Conducted a patrol of Mission Garden Apartments. No issues or suspicious activity to report

2232HRS Conducted a patrol of mukelemi st. No issues or suspicious activity to report

2249HRS Conducted a patrol of 7th st . No issues or suspicious activity to report

2257HRS Conducted a patrol of the water tower. No issues or suspicious activity to report

2310HRS Conducted a patrol of Washington st. No issues or suspicious activity to report

2317HRS Conducted a patrol of 4th st. No issues or suspicious activity to report

2323HRS Conducted a patrol of the alameda. No issues or suspicious activity to report

2333HRS Conducted a patrol of copperleaf ln. No issues or suspicious activity to report

0000 HRS end shift

Employee ID:	Name:	Signature:	Submitted:
010	Eduardo Valadez		2023-06-30 23:58

SAVE A TREE - DON'T PRINT ME!





**Kysmet Security Patrol inc**  
21 W Laurel Dr Unit 49 Salinas, California 93906  
831-998-7963 - [www.kysmet.net](http://www.kysmet.net)

License #  
PPO 17913

### Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	1800	0200	015	21790187

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

1846 - - - - -

#### ATTACHMENTS:

#### Observations / Duties Performed

<input checked="" type="checkbox"/> OTHER - SEE COMMENTS	<input checked="" type="checkbox"/> PATROL CHECK OF PROPERTY	<input checked="" type="checkbox"/> PATROLLED ENTIRE PARKING AREA
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#### Contacts

### Description Of Activities

Arrived in town conducted patrol of copper leaf housing. No disturbances to report. No activity in area. All clear.

1851 conducted patrol of hotel area all parking area is clear. No disturbances. No transients on premises. All clear.

1908 conducted patrol of San Juan school. No vehicles parked on property. No one is in basketball courts site is clear.

1911HRS windmill market plaza has no disturbances no transients on premises parking area is clear.

1914 rear of mission is clear no unauthorized parking. No one in this area. Area clear.

1931 conducted patrol of mission site is clear have a few cars parked in rear no disturbances. Site is clear.

1933 casa Maria is having a event parking is almost full. No drinking going on in exterior. No disturbances. Site is clear.

1939 patrolled via serra area no double parking on properties. No disturbances in premises, no transients on site. Site is clear.

1944 conducted patrol of rancho way housing area. Site has no disturbances. Two residents were walking area. One gentlemen was taking trash out. Area is clear.

1949 mayor Jim memorial park is clear. No children on playground. Nothing further to report. All clear.

1957 conducted patrol of area. Water pipes are not leaking. No trespassers. Site is clear.

2008 conducted patrol of lang st. And lang CT. Nothing out of ordinary. Area has no disturbances to report. Area is all clear.



2024 conducted patrol of mission garden apartments. No transients. No damages to report site is clear.

2025 conducted patrol of Valero gas station no trespassers or transients on property. Business being conducted as normal. Site is clear.

2026 conducted patrol of VFW. All gates are locked . No damages to gates or locks. No transients on property. Nothing further to report. Site is clear.

2035 conducted patrol of San Juan cemetery. Spotted one vehicle at the round about at very top of premises visiting. walked back area checked for trespassers. None on site. Site is clear.

2055 started patrolling city streets. All streets are clear. Heard a firework go off by the time I found where it was Pacheco Amaya and Valadez were on scene with the fire marshal and deputy. City patrol is clear.

2148 conducted patrol of windmill market area. All businesses are closed for the night. FedEx can bring down in parking, and are trying to repair vehicle. Nothing further to report, site is clear.

2158 conducted patrol of copper leaf. Housing area is all clear. No fire works in this area. No disturbances to report. Site is clear.

2200 conducted patrol of hotel site. Nothing out of the ordinary. Parking area is all clear. No transients on property, no disturbances to report. All clear.

2215 conducted patrol of elementary school. No trespassers. No damages to property. All clear.

2222 conducted patrol of rear of mission. No activity to report. No fireworks going off. Site is clear.

2230 conducted patrol of property. No disturbances, everything is quiet. No transients on property. Site is clear.

2236 arrived to casa Maria, conducted patrol of property. People loading party equipment into their vehicles. People starting to leave premises. Site is all clear.

2244 arrived to via serra coldesack . Properties are with no disturbances. Area has no fireworks going. Site is clear.

2249 Arrived to rancho way housing area. Conducted patrol of houses. No fireworks going in this area. Site is clear.

2255 arrived at mayor Jim West memorial park. Conducted patrol of site. No one at park. Park area is clear.

2312 arrived at San Juan cemetery, conducted patrol. No trespassers on premises. Site is all clear.

2338 arrived on site, conducted patrol of VFW. All locks are still locked with no damages to report. Site is clear.

2342 Valero gas station is closed for the night no transients on site. Site is clear.

2343 arrived to mission garden apartments everything is quiet. No transients on property. No disturbances to report. Site is clear.

2348 arrived at water tower. Water tower is all clear.

2355 conducting city patrol no firework activity. City streets are calm n quiet . No damages to report. Nothing further to report.

0035 arrived at copper leaf housing area nothing out of the ordinary. No firework activity. Site is clear.

0044 arrived at hotel. Conducted patrol ran into patrol Cruz spoke to him for s few minutes site is clear nothing further to report.

0053 arrived at San Juan elementary conducted patrol. No vehicles parked on property. No transients. Site is clear.

0101 arrived at mission. Conducted patrol of site. Nothing out of the ordinary. No activity. Site is clear.

Employee ID:	Name:	Signature:	Submitted:
015	Alejandro Cecenas		2023-07-01 01:38

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License #  
PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	06/30/2023	2200	0600	014	21790221

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

A.Carrillo

Patrolled all side streets 2240HRS till 0020HRzs all clesr no issues to report.

Arrives at Mission Vista apartments at 0020HRS all Clear no issues to report.

Arrived at Rancho Vista community at 0025HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park 0035HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 0040HRS all Clear no issues to report.

Arrived at VFW at 0045HRS all Clear no issues to report.

Arrived at Mission garden at 0047HRS all cle are no issues to report.

Arrived at water tower at 0053HRS all Clear no issues to report.

Arrived at Lang at 0100HRS all Clear no issues to report.

Arrived at Salinas road at 0110HRS all Clear no issues to report.

Arrive at Mission Farm campground at 0117HRS all Clear no issues to report.

Arrive at Copperleaf at 0127HRS all Clear no issues to report.

Arrive at hacienda hotel at 0131HRS all Clear no issues to report.

Arrive at San Juan Bautista school at 0135HRS all Clear no issues to report.

Arrived at Mission at 0141HRS All Clear no issues to report.

Arrived at 706 1st at 0148HRS all Clear no issues to report

Patrolled all side streets from 0154HRS till 0300HRS all Clear no issues to report.

Arrived at Salinas road at 0300HRS all Clear no issues to report.

Arrived at Mission Farm at 0305HRS all Clear no issues to report.

Arrived at Copperleaf at 0310HRS all Clear no issues to

Arrived at hacienda at 0315HRS all clear no issues to report

Arrived at San Juan Bautista school at 0320HRS all clear no issues to report.

Arrived at Mission Vista apartments at 0330HRS all clear no issues to report.

Arrived at Rancho Vista community at 0335HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park at 0340HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 0345HRS all Clear no issues to report.

Arrived at VFW at 0350HRS all Clear no issues to report.

Arrived at Mission garden at 0352HRS all Clear no issues to report.

Arrived at water tower at 0357HRS all Clear no issues to report.

Arrived at Lang St ar 0406HRS all Clear no issues to report.

Took lunch from 0410HRS till 0440HRS

Patrolled all side streets from 0440HRS till 0530HRS all Clear no issues to report.

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-01 06:02

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PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	1600	0000	007	21795123

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

1600HRS 10-8

1632HRS Conducted a patrol of The Windmill Shopping center. No issues or suspicious activity to report.

1642HRS Conducted a patrol of San Juan School. No issues or suspicious activity to report.

1656HRS Conducted a patrol of Third street. No issues or suspicious activity to report.

1717HRS Conducted a patrol of San Juan Bautista Mission. No suspicious activity to report.

1815HRS Conducted a patrol of San Juan Bautista City Cemetery. No issues or suspicious activity to report.

1822HRS Conducted a patrol of Abby Recreational park. No issues or suspicious activity to report.

1828HRS Conducted a patrol of 800 HND block of Salinas Rd. No issues or suspicious activity to report.

1831HRS Conducted a patrol of Mission Farm Campgrounds. No issues or suspicious activity to report.

1835HRS Conducted a patrol of Cooperleaf Lane. No issues or suspicious activity to report.

1840HRS Conducted a patrol of San Juan School. There were multiple vehicles parked in the parking lot. The basketball court gate was open. No issues or suspicious activity to report.

1843HRS Conducted a patrol through Third street. Most businesses were open. No issues or suspicious activity to report.

1848HRS Conducted a patrol of Misson Vista Apartments. Patrolled both parking lots. No issues or suspicious activity to report.

1851HRS Conducted a patrol of Rancho Vista Community. No issues or suspicious activity to report.

1900HRS Conducted a patrol of Abby Recreational park. No issues or suspicious activity to report.

1906HRS Conducted a patrol of San Juan Bautista City Water tower. Gate was locked and secured. No issues or suspicious activity to report.

1915HRS Conducted of San Juan Bautista City Hall. No issues or suspicious activity to report.

1935HRS Conducted a patrol of Rancho Vista Community. No issues or suspicious activity to report.

1952HRS Arrived at city hall to have meeting with code enforcement and all patrol officers. Nothing further.

2029HRS Conducted a patrol of Mission Farm Campgrounds. No issues or suspicious activity to report.

2036HRS Conducted a patrol of Cooperleaf Lane. No issues or suspicious activity to report.

2040HRS Conducted a patrol of Hacienda Del Leal Hotel. No issues or suspicious activity to report.

2046HRS Arrived at The Windmill shopping center and wanted unit the Windmill Market closed. No issues to report. We parked next to the fire works booth as requested by Brown.

2115HRS Conducted a patrol of Third street. No issues or suspicious activity to report.

2121HRS Conducted a patrol of San Juan Bautista Mission. Both gates were open and parking lot was empty. No issues to report.

2127HRS Conducted a patrol of Misson Vista Apartments. Patrolled both parking lots. No issues or suspicious activity to report.

2139HRS Conducted a patrol of Rancho Vista Community. No issues or suspicious activity to report.

2147HRS Conducted a patrol of San Juan Bautista City Cemetery. No issues or suspicious activity to report.

2200HRS Conducted a patrol of Mission Garden apartments. No issues or suspicious activity to report.

2206HRS Conducted a patrol of Abby Recreational park. No issues or suspicious activity to report.

2218HRS Conducted a patrol of 800 HND block of Salinas Rd. No issues or suspicious activity to report.

2226HRS Conducted a patrol of Mission Farm Campgrounds. No issues or suspicious activity to report.

2234HRS Conducted a patrol of Cooperleaf Lane. No issues or suspicious activity to report.

2240HRS Conducted a patrol of Hacienda Hotel. No issues or suspicious activity to report.

2252HRS Conducted a patrol of San Juan School. Parking lot was empty. No issues or suspicious activity to report.

2300HRS Conducted a patrol of City Hall and provided new guards with new pass downs.

2320HRS Conducted a patrol of Third street. No issues or suspicious activity to report.

0000 10-10

F.Pacheco/E.Valadez

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-07-01 23:53

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**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	1800	0600	015	21795133

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

1936 - - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

<input checked="" type="checkbox"/> OTHER - SEE COMMENTS	<input checked="" type="checkbox"/> PATROL CHECK OF PROPERTY	<input checked="" type="checkbox"/> PATROLLED ENTIRE PARKING AREA
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**Contacts**

**Description Of Activities**

1936 Arrived at San Juan cemetery, conducted patrol no transients. No vandalism going on. Site is clear.

1949 arrived at VFW conducted patrol. All gates are secure no damages to gates or locks on gates. Nothing further to report

1951 arrived at Valero gas station no transients in property. Site is clear.

1953 arrived at mission garden apartments, conducted patrol of property. Nothing out of the ordinary. Site is clear.

2020 arrived at water tower, conducted patrol. No damages to property. Gate is secure. No trespassers. Site is clear.

2033 arrived at windmill market area. Conducted patrol of site. Businesses are with no disturbances. Site is clear.

2038 arrived to copper leaf area. Conducted patrol. Nothing out of the ordinary. Area is clear.

2043 arrived at hotel, conducted patrol. Parking area is clear. Nothing further to report.

2049 arrived at San Juan elementary, conducted patrol. No trespassers on property. No damages to report.

2053 arrived at rear of mission the lower side. Checked area, no trespassers. Site is clear.

2107 arrived at the mission. Conducted patrol no activity on premises. Site is clear.

2137 arrived at casa Maria, conducted patrol. Nothing out of ordinary event going on. Nothing further to report site is clear.

2150 arrived at via serra conducted patrol. No activity to report. Site is clear.



2157 arrived at rancho way housing area. Conducted patrol. No fireworks in area no disturbances. Area is clear.

2200 arrived at mayor Jim West memorial park. Nobody is at the park. No disturbances. Site is clear.

2210 arrived at the San Juan cemetery, conducted patrol no vehicles parked. No trespassers. Site is clear.

2217 arrived at the VFW conducted patrol of site. Area is secure and clear.

2218 conducted patrol off Valero gas station. Black Chevy sedan pumping gas. Nothing further to report.

2221 arrived at mission garden apartments. No fireworks in area no activity to report site is clear.

2226 started city streets patrol. Changed front passenger tire on patrol #1. Heard firework shortly after. Did not find anything or anyone. City is clear.

0030 conducted foot patrol of baseball park where resident claims she seen 5 young men lighting fireworks and ran through the park. Carrillo and myself conducted foot patrol of city streets in the area of the park.

Employee ID:	Name:	Signature:	Submitted:
015	Alejandro Cecenas		2023-07-02 06:07

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License #  
PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	2200	0600	006	21797749

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

2200 start shift

2227 in route to SJB.

2241 Patrolled Salinas rd. All clear.

2245 Patrolled mission ground. All clear.

2250 Patrolled Copperleaf. All clear, and secured.

2323 Patrolled sjb streets. No signs of unwanted activity.

2326 Patrolled Mission Vista. No activity, all clear.

2329 Patrolled Rancho Vista. All clear.

2336 Patrolled Mayor Jim West Memorial park. All clear.

2346 Patrolled San Juan Mission and resident came up to me informing me that there was a mobile home whos been parked and doesn't have a permit to park there. Will talk to mobile home owner and let them know they need a permit to park or else they have to leave.

2426 Patrolling sjb streets investigating some firework activity. All clear.

2428 Patrolled sjb cemetery. All clear.

2430 Patrolled San Juan VFW. No issues to report.

2434 Patrolled Valero gasoline. All clear.

2438 Patrolled mission gardens. No issues to report.

2447 Patrolled San Juan mission. No issues to report.

0133 Patrolled 1st st through 4th st. No issues to report.

0145 Patrolled Windmill Market. All clear.

0149 Patrolled 800 Salinas rd. No issues to report

0158 Patrolled Mission park campground. No issues to report.

0200 Patrolled Copperleaf. No issues to report.

0205 Patrolled la hacienda. No unwanted activity on site.

0215 Patrolled San Juan elementary. No issues to report.

0220 Patrolled San Juan mission. No issues to report.

0223 Patrolled mission vista. All clear.

0226 Patrolled Rancho Vista. No issues of any kind.

0232 Patrolled Mayor Jim West Memorial Park. All clear.

0234 Patrolled cemetery. All clear.

0237 Patrolled san Juan VFW. All clear.

0240 Patrolled Valero. No issues to report.

0242 Patrolled Mission Gardens. No issues to report.

0253 Patrolled 800 Salinas rd. No issues to report.

0259 Patrolled Mission Farm campground. All clear.

0305 Patrolled Copperleaf. All clear.

0310 Patrolled La Hacienda. All clear.

0322 Patrolled San Juan Elementary. All clear.

0328 Patrolled San juan Mission. All clear.

0330 Patrolled mission vista. All clear.

0419 Patrolled Mayor Jim West Memorial Park. No issues to report.

0421 Patrolled cemetery. No issues to report.

0423 Patrolled San Juan VFW, nothing to report.

0424 Patrolled Valero. Nothing to report.

0427 Patrolled Mission Gardens. No issues to report.

0440 Patrolled water mill. No issues to report.

0448 Patrolled windmill market. No issues to report.

0452 Patrolled 800 Salinas rd. All clear.

0502 Patrolled Mission Campground. All clear.

0504 Patrolled Copperleaf. No issues to report.

0507 Patrolled La hacienda. All clear.

0512 Patrolled san Juan elementary. Noticed the gate next to the basketball courts was opened. Made sure to secure. All clear.

0600 end shift

Employee ID:	Name:	Signature:	Submitted:
006	SJB Alvarado		2023-07-02 05:58

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**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/01/2023	2200	0600	014	21795342

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

A.Carrillo

Arrived in SJB at 2240HRS

Begging of my report is on Cruz report.

Patrolling all side streets from 2330 till 0140HRS only issues we had was fireworks were being lit could not find the source of the issues walked all side streets all Clear no issues to report

Arrived Rancho Vista community 0140HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park at 0150HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 0155HRS all Clear no issues to report.

Arrived at VFW at 0200HRS all Clear no issues to report.

Arrived at Mission garden apartments at 0205HRS all Clear no issues to report.

Arrived at water tower at 0215HRS all Clear no issues to report.

Arrived at Lang Street at 0220HRS all clear no issues to report.

Arrived at Salinas road at 0226HRS all Clear no issues to report.

Arrived at Mission farms at 0233HRS all clear no issues to report.

Arrived at Copperleaf Ln at 0238HRS all Clear no issues to report.

Arrived at hacienda at 0244HRS all Clear no issues to report.

Arrived at San Juan Bautista elementary school at 0252HRS all Clear no issues to report.

Arrived at San Juan Bautista mission at 0256HRS all Clear no issues to report.

Arrived at 706 1st St at 0302HRS all Clear no issues to report.

Arrived at Mission Vista apartments at 0307HRS all Clear no issues to report.

Took lunch at 0315HRS till 0345HRS

Started patrolling all side streets from 0345HRS till 0515HRS all Clear no issues to report

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-02 05:52

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License #  
PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/02/2023	1600	0000	008	21797755

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

***Description Of Activities***

1600HRS start of shift. Jose Del Real and Junior Rangel partnered up.

1642HRS conducted foot patrol on 3rd street. No issues to report

1650HRS conducted foot patrol at the soccer field restrooms. No issues to report

1656HRS conducted foot patrol at the baseball field restrooms. No issues to report

1703HRS conducted foot patrol at the Verutti park restrooms. No issues to report

1711HRS conducted patrol on 800 Salinas Road. No issues to report

1715HRS Conducted patrol at the mission farms campground. No issues to report

1720HRS Conducted patrol at the copperleaf community. No issues to report

1724HRS conducted patrol at the hacienda de Leal hotel parking lot. No issues to report

1729HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

1730HRS conducted patrol at the windmill market. No issues to report

1734HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

1736HRS Conducted patrol on 706 first street for 5 minutes. No issues to report

1742HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

1745HRS Conducted patrol at the Harvey's Lockup mini Storage. No issues to report

1747HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

1751HRS conducted patrol at the Rancho Vista community. No issues to report

1756HRS Conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

1800HRS break

1817HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

1818HRS conducted patrol at the Valero gas station. No issues to report

1819HRS Conducted patrol at the mission garden apartments parking lot. No issues to report

1820HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

1824HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

1827HRS patrolling city streets

1927HRS conducted patrol on 800 Salinas Road. No issues to report

1931HRS conducted patrol at the mission farms campground. No issues to report

1937HRS conducted patrol at the copperleaf community. No issues to report

1940HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

1949HRS conducted patrol at the windmill market. No issues to report

2000HRS lunch

2030HRS we had a meeting with rich brown the code enforcer. He said if there is people popping illegal fireworks to call him as soon as possible so he can issue the citation.

2049HRS conducted patrol at the windmill market firework station. No issues to report

2054HRS conducted patrol at the windmill market. We're waiting for the employees to leave. No issues to report

2119HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

2123HRS Conducted patrol on 706 first street for 5 minutes. No issues to report

2129HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

2131HRS Conducted patrol at the Harvey's Lockup mini Storage. No issues to report

2134HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

2140HRS Conducted patrol at the Rancho Vista community. No issues to report



2141HRS we were searching for a small brown SUV 4runner with black tinted windows. They were driving around lighting up fireworks.

2317HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

2327HRS conducted patrol at the Valero gas station. No issues to report

0000HRS end of shift

Employee ID:	Name:	Signature:	Submitted:
008	Junior Rangel		2023-07-02 23:52

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PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/02/2023	1800	0200	014	21806081

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

A.Carrillo

Start of shift 1800HRS

Patrolling all side streets from 1840HRS till 2030HRS

2030HRS met with Rich Brown till 2043HRS.

Arrived at Rancho Vista Community at 2046HRS all clear no issues to report.

Arrived at Mayor Jim west memorial park at 2054HRS all clear no issues to report.

Arrived at San Juan cemetery at 2059HRS all clear no issues to report.

Arrived at VFW at 2102HRS all clear no issues to report.

Arrived at Mission garden apartments at 2105HRS all clear no issues to report.

Arrived at water tower at 2110HRS all clear no issues to report.

Arrived at Lang St at 2115HRS all clear no issues to report.

Arrived at Salinas road at 2120HRS all clear no issues to report.

Arrived at Mission farm at 2126HRS all clear no issues to report.

Arrived at Copperleaf at 2135HRS all clear no issues to report.

Arrived at Hacienda at 2140HRS all clear no issues to report.

Arrived at San Juan Elementary at 2146HRS all clear no issues to report.

Patrolling all side streets from 2200 till 0000HRS. Followed suspect of people using illegal fireworks  
3 guys wearing all black.

Took lunch from 0000HRS till 0030HRS

Arrived at Rancho Vista Community at 0030HRS all clear no issues to report.

Arrived at Mayor Jim west memorial park at 0043HRS all clear no issues to report.

Patrolled all side streets from 0050HRS till 0130HRS all clear no issues to report.

0200HRS End of shift .

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-03 01:53

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**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/02/2023	2200	0600	016	21806104

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

2200HRS start of shift

2236HRS Conducted foot patrol on Third Street with security guard Cruz. All doors locked and secured. No issues to report.

2258HRS patrol city streets

2324HRS Checked Verutti park restrooms. All clear.

2333HRS Conducted patrol at 800 Salinas Road. No issues to report.

2338HRS patrolled Mission Farms campgrounds. No suspicious activity to report. All clear.

2342HRS Conducted patrol at Copperleaf community. No issues to report.

2346HRS Conducted patrol at the Hacienda de leal hotel parking lot. No issues to report.

2350HRS Conducted patrol at San Juan elementary school parking lot. No issues to report.

2356HRS Conducted patrol at San Juan Bautista Mission parking lots. No issues to report.

2358HRS Patrolled at 706 1st for five minutes. No suspicious activity to report.

0005HRS patrolled both Carl Martin luck Memorial library and Harvey lock up Mini Storage. No issues to report.

0009HRS patrolled Mission Vista Apartments parking lots. No issues to report.

0012HRS Conducted patrol at Rancho Vista Community. No issues to report.

0019HRS Conducted patrol at Mayor Jim West Memorial Park. No issues to report.

0024HRS patrolled San Juan Bautista Cemetery. No issues to report.

0026HRS patrolled both veterans hall and Valero gas station parking lot. No issues to report.

0028HRS Conducted patrol at Mission Gardens apartments parking lot. No issues to report.

0029HRS patrolled back of Neil's supermarket. No issues to report.

0033HRS Conducted patrol at city water tower. Gate is locked. No issues to report.

0035HRS patrol city streets.

0053HRS Checked soccer field restrooms. No issues to report.

0056HRS Checked baseball field restrooms. No issues to report.

0136HRS Conducted patrol at 800 Salinas Road. No issues to report.

0142HRS Conducted patrol at Mission Farms campgrounds. No issues to report.

0146HRS patrolled copperleaf community. No issues to report.

0150HRS Conducted patrol at the Hacienda de leal hotel parking lot. No issues to report.

0155HRS Conducted patrol at San Juan Bautista Mission parking lots. No issues to report.

0158HRS patrolled 706 1st. No issues to report.

0205HRS Conducted patrol at Carl Martin luck Memorial library. No issues to report.

0207HRS patrolled Harvey lock up Mini Storage. No issues to report.

0209HRS Conducted patrol of Mission Vista Apartments parking lots. No issues to report.

0212HRS patrolled Rancho Vista Community. No issues to report.

0217HRS Conducted patrol at Mayor Jim West Memorial Park. No suspicious activity to report.

0222HRS patrolled San Juan Bautista Cemetery. All clear. No issues to report.

0224HRS Conducted patrol at veterans hall parking lot and Valero gas station. No issues to report.

0226HRS Conducted patrol at Mission Gardens apartments parking lot. No issues to report.

0231HRS Conducted patrol at city water tower. No issues to report.

0235HRS Conducted patrol at Windmill Market Shopping center parking lot. No issues to report.

0240HRS lunch break

0335HRS Conducted patrol at 800 Salinas Road. No suspicious activity to report.

0341HRS Conducted patrol at Mission Farms campgrounds. No issues to report.

0345HRS Conducted patrol at Copperleaf community. All clear. No issues to report.

0349HRS patrolled la Hacienda de Leal hotel parking lot. No issues to report.

0351HRS patrolled San Juan Elementary school parking lots. No issues to report.

0353HRS Conducted patrol of the Windmill Market Shopping center parking lot. No issues to report.

0358HRS Conducted patrol at the San Juan Bautista Mission parking lots. No issues to report.

0400HRS Conducted patrol at 706 1st. Waited for five minutes. No issues to report.

0407HRS Conducted patrol at Mission Vista Apartments parking lots. No issues to report.

0410HRS Conducted patrol at Rancho Vista Community. No issues to report.

0415HRS Conducted patrol at Mayor Jim West Memorial Park. No issues to report.

0422HRS Conducted patrol of San Juan Bautista Cemetery. No suspicious activities to report.

0425HRS Conducted patrol of the veterans hall and Valero gas station. No issues to report.

0427HRS Conducted patrol at Mission Gardens apartments parking lot. No issues to report.

0432HRS Conducted patrol of city water tower. No issues to report.

0438HRS Conducted foot patrol of Third Street with officer Cruz.

0450HRS patrol city streets

0520HRS patrolled at the Valero gas station.

0600HRS end of shift

Employee ID:	Name:	Signature:	Submitted:
016	SJB Patrol		2023-07-03 05:56

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License #  
PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/03/2023	1600	0000	007	21807443

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

***Description Of Activities***

Amaya, Hermida, unit 12

1600: Arrived on shift. Conducted a vehicle inspection. Started patrol of SJB city limits.

1637: checked on Valero gas station. No suspicious activity or incidents to report at the moment. Area is secure.

1647: patrolled through Salinas Rd. No suspicious activity or incidents to report at the moment. Area is secure.

1656: patrolled through mission Vineyard. No suspicious activity or incidents to report at the moment. Area is secure.

1704: patrolled through mission farm campgrounds. No suspicious activity or incidents to report at the moment. Area is secure.

1709: patrolled through Copperleaf area. No suspicious activity or incidents to report at the moment. Area is secure.

1713: patrolled through Hacienda Hotel. No suspicious activity or incidents to report at the moment. Area is secure.

1720: patrolled through elementary school. Students, parents, and staff are still on campus. No suspicious activity or incidents to report at the moment. Area is secure.

1731: patrolled through SJB mission. No activity or incidents to report at the moment. Area is secure.

1736: patrolled through library. No suspicious activity or incidents to report at the moment. Area is secure.

1755: patrolled through mission Vista apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1808: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report at

the moment. Area is secure.

1818: patrolled through cemetery. No activity or incidents to report at the moment. Area is secure.

1824: checked on veterans hall. Verified all gates are locked. No activity or incidents to report. Area is clear and secure.

1829: patrolled through mission garden apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1838: checked on water tank. No activity or incidents to report. Area is clear and secure.

1857: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

1906: patrolled through mission Vineyard. No suspicious activity or incidents to report. Area is secure.

1910: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

1915: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

1922: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

1927: patrolled through elementary school. No activity or incidents to report. Area is clear and secure.

1935: patrolled through windmill parking lot. No suspicious activity or incidents to report. Area is secure.

1944: patrolled through SJB mission. No suspicious activity or incidents to report. Area is secure.

1950: checked on library. No suspicious activity or incidents to report. Area is clear and secure.

1955: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

2004: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2012: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2020: patrolled through SJB mission. No suspicious activity or incidents to report. Area is secure.

2026: met with code enforcement. Discussed preparations for the 4th of July.

2046: continued patrol of SJB city limits.

2054: patrolled through elementary school. Verified all gates are locked. No activity or incidents to report. Area is clear and secure.

2100: patrolled through windmill parking lot. Customers are leaving store. Windmill market employees are closing. Pizza factory employees are closing. Stood by until employees locked and secured front doors. Conducted a foot patrol. Verified all business doors are locked. No activity or incidents to report. Area is clear and secure.



2127: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

2132: patrolled through Copperleaf area. No suspicious activity or incidents to report. Area is secure.

2137: patrolled through Salinas Rd. No suspicious activity or incidents to report. Area is secure.

2141: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

2148: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

2157: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

2205: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

2207: checked on Valero gas station. Employees locked and secured front door. Customers fueling up vehicles. No other activity or incidents to report. Area is secure.

2209: patrolled through mission garden apartments. No suspicious activity or incidents to report. Area is secure.

2215: checked on water tank. No activity or incidents to report. Area is clear and secure.

2245: patrolled through streets 1-7. No suspicious activity or incidents to report at the moment.

2254: met with 2nd shift for pass downs. Fueled up unit 1,9, and 12. Valero gas station is clear and secure.

2307: patrolled through mission garden apartments. No suspicious activity or incidents to report. Area is secure.

2310: checked on abbe park. 1 male sitting at the bus stop( no busses running) stood by until male left the area at 2214hrs. Area is now clear and secure.

2319: patrolled through windmill parking lot. Vehicles are parked in parking lot. No suspicious activity or incidents to report. Area is secure.

0000: end of shift.

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-07-03 23:50

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License #  
PPO 17913

**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/03/2023	1800	0200	014	21812188

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

A.Carrillo , Cruz

Patrolling all side street from 1800HRS till 0200HRS all clear no issues to report. No fireworks went off tonight.

Arrives at Mission Vista apartments at 1840HRS all Clear no issues to report.

Arrived at Rancho Vista community at 1900HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park 1920HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 1940HRS all Clear no issues to report.

Arrived at VFW at 1945HRS all Clear no issues to report.

Arrived at Mission garden at 1947HRS all clear are no issues to report.

Arrived at water tower at 1953HRS all Clear no issues to report.

Arrived at Lang at 2000HRS all Clear no issues to report.

Arrived at Salinas road at 2110HRS all Clear no issues to report.

Arrive at Mission Farm campground at 2117HRS all Clear no issues to report.

Arrive at Copperleaf at 2127HRS all Clear no issues to report.

Arrive at hacienda hotel at 2131HRS all Clear no issues to report.

Arrive at San Juan Bautista school at 2135HRS all Clear no issues to report.

Arrived at Mission at 2141HRS All Clear no issues to report.

Arrived at 706 1st at 2148HRS all Clear no issues to report

Patrolled all side streets from 2154HRS till 2200HRS all Clear no issues to report.

Arrived at Salinas road at 2200HRS all Clear no issues to report.

Arrived at Mission Farm at 2205HRS all Clear no issues to report.

Arrived at Copperleaf at 2210HRS all Clear no issues to

Arrived at hacienda at 2215HRS all clear no issues to report

Arrived at San Juan Bautista school at 2220HRS all clear no issues to report.

Arrived at Mission Vista apartments at 2230HRS all clear no issues to report.

Arrived at Rancho Vista community at 2235HRS all Clear no issues to report.

Arrived at Mayor Jim West Memorial Park at 2240HRS all Clear no issues to report.

Arrived at San Juan Bautista cemetery at 2245HRS all Clear no issues to report.

Arrived at VFW at 2250HRS all Clear no issues to report.

Arrived at Mission garden at 2252HRS all Clear no issues to report.

Arrived at water tower at 2257HRS all Clear no issues to report.

Arrived at Lang St at 2306HRS all Clear no issues to report.

Patrolled all side streets from 2300 HRS till 0200HRS all Clear no issues to report.

0200HRS end of shift.

Employee ID:	Name:	Signature:	Submitted:
014	SJB Patrol		2023-07-04 01:53

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**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/03/2023	2200	0600	008	21812042

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

2200HRS start of shift. Jose Hernandez and Junior Rangel partnered up.

2306HRS conducted foot patrol on 3rd street. The Santana gallery door was open. Code enforcement and store owners were notified. All other business doors were locked.

2316HRS conducted foot patrol at the soccer field restrooms. No issues to report.

2344HRS checked on Verutti park restrooms. No issues to report.

2348HRS checked the baseball field restrooms. No issues to report.

2352HRS conducted foot patrol on windmill market shopping center. All stores doors are locked. No issues to report

0003HRS conducted patrol at 800 Salinas Road. No issues to report.

0009HRS conducted patrol at mission farms campgrounds. No issues to report.

0014HRS conducted patrol at cooperleaf community. No issues to report.

0018HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report.

0020HRS conducted patrol at San Juan elementary school. No issues to report.

0022HRS conducted patrol at the windmill market parking lot. No issues to report.

0026HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0028HRS conducted patrol at 706 1st. No issues to report.

0034HRS conducted patrol at Carl Martin Luck memorial library and Harvey's Lockup mini Storage. All Clear no issues to report.

0100HRS conducted patrol at mission Vista apartments parking lots. No issues to report.

0103HRS conducted patrol at Rancho Vista community. No issues to report.

0108HRS conducted patrol at mayor Jim west memorial park. No issues to report.

0125HRS conducted patrol at Neil's super market. No issues to report.

0129HRS conducted patrol at the city water tower. No issues to report.

0150HRS lunch

0222HRS conducted patrol at the windmill market. No issues to report

0224HRS conducted patrol on 800 Salinas Road. No issues to report

0229HRS conducted patrol at the mission farms campground. No issues to report

0233HRS conducted patrol at the copperleaf community. No issues to report

0234HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

0236HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

0239HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0245HRS conducted patrol on 706 first street for 5 minutes. No issues to report

0251HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

0252HRS conducted patrol at the Harvey's Lockup mini Storage. No issues to report

0253HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

0255HRS conducted patrol at the Rancho Vista community. No issues to report

0259HRS conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

0302HRS conducted patrol at the San Juan Bautista cemetery. No issues to report

0303HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

0304HRS conducted patrol at the Valero gas station. No issues to report

0305HRS conducted patrol at the mission garden apartments parking lot. No issues to report

0306HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

0312HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

0313HRS patrolling city streets

0355HRS conducted patrol at 800 Salinas Road. No issues to report

0358HRS conducted patrol at the mission farms campground. No issues to report

0403HRS conducted patrol at the copperleaf community. No issues to report

0406HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

0407HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

0413HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0414HRS conducted patrol on 706 first street for 5 minutes. No issues to report

0419HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

0420HRS conducted patrol at the Harvey's Lockup mini Storage. No issues to report

0422HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

0424HRS conducted patrol at the Rancho Vista community. No issues to report

0429HRS conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

0434HRS conducted patrol at the San Juan Bautista cemetery. No issues to report

0435HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

0436HRS conducted patrol at the Valero gas station. No issues to report

0437HRS conducted patrol at the mission garden apartments parking lot. No issues to report

0438HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

0440HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

0441HRS patrolling city streets

0520HRS conducted patrol at the Valero gas station. No issues to report

0600HRS end of shift

Employee ID:	Name:	Signature:	Submitted:
008	Junior Rangel		2023-07-04 05:49

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**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1600	0000	007	21815055

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

1600: Arrived on shift. Conducted a vehicle inspection. Started patrol of SJB city limits.

1638: checked on Valero gas station. No suspicious activity or incidents to report at the moment. Area is secure.

1640: checked on veterans hall. No activity or incidents to report at the moment. Area is clear and secure.

1645: patrolled through mission Vista apartments. No suspicious suspicious or incidents to report at the moment. Area is secure.

1654: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report at the moment. Area is secure.

1700: patrolled through cemetery. Visitors are on property. No suspicious activity or incidents to report. Area is secure.

1710: patrolled through Salinas Rd. No suspicious activity or incidents to report at the moment. Area is secure.

1721: patrolled through mission farm campgrounds. No suspicious activity or incidents to report at the moment. Area is secure.

1727: met with code enforcement at city hall. Discussed preparations for residents that set off illegal fireworks.

1743: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

1753: patrolled through rancho Vista 3rd trailside area. No suspicious activity or incidents to report. Area is secure.

1800: patrolled through cemetery. No activity or incidents to report. Area is clear and secure.

1805: patrolled through mission garden apartments. No suspicious activity or incidents to report at the moment. Area is secure.

1813: checked on water tank. Verified gate is locked. No activity or incidents to report. Area is clear and secure.

1822: patrolled through windmill parking lot. No suspicious activity or incidents to report at the moment. Area is secure.

1828: patrolled through Hacienda Hotel. No suspicious activity or incidents to report. Area is secure.

1835: patrolled through mission Vineyard. No suspicious activity or incidents to report. Area is secure.

1842: patrolled through mission farm campgrounds. No suspicious activity or incidents to report. Area is secure.

1925: patrolled through SJB inner city streets. Focusing on residents setting off illegal fireworks. Nothing to report at the moment.

1928: patrolled through SJB mission. No activity or incidents to report. Area is clear and secure.

1938: patrolled through mission Vista apartments. No suspicious activity or incidents to report. Area is secure.

1948: patrolled through cemetery. No suspicious activity or incidents to report. Area is secure.

2000: officer valadez informed me a resident had made contact with him and informed him that 2 bicycles were stolen from his residents on cedar. Resident gave a description of the bicycles and two male suspects( male in red hooded sweater, male in Grey hooded sweater). I then patrolled the area of mission Vineyard, mission farm campgrounds, and Copperleaf area but did not get visual of anyone matching the description of the suspects. Will continue to monitor.

2040: patrolled through rancho Vista 3rd trailside area. Residents are setting off safe legal fireworks. No other activity or incidents to report at the moment. Will continue to monitor.

2100: resident informed me that people were setting off fireworks in the field behind the SJB mission. Notified code enforcement. Was not able to make contact.

2234: conducted foot patrol around 5th, 6th, and 7th Streets and abbe park. Heavy illegal firework activity. Was not able to make contact due to multiple illegal fireworks going off.

2255: met with code enforcement.

2315: continued patrol of SJB city limits.

2325: patrolled through SJB inner city streets. Focusing on residents setting off illegal fireworks and show security presence. Illegal fireworks were set off but I was unable to locate individuals setting them off.

0000: end of shift.

Employee ID:	Name:	Signature:	Submitted:
007	Josh Amaya		2023-07-04 23:50





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**Patrol Report**

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1600	0000	010	21815111

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

**1600 - 0000 - - - - -**

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

**Description Of Activities**

1600HRS in route to SJB

1742HRS began solo patrol

1742HRS- 2135HRS Patrolled hot zones trying to spot fireworks. Mainly focused on 4th,5th,6th,7th and the rancho vista community. While patrolling the copperleaf area at 2005HRS was flagged down about some bike that were stolen from someone's house. Informed them to notify the sheriffs office and informed all other guards of the description for the males involved and a description of the bikes. Nothing further to report

2140HRS-2215HRS began foot patrol of 4th ,5th , 6th, and 7th st as instructed by Rich brown. Walked all streets and watched for illegal fireworks.

2215HRS began driving around letting people know that no fireworks were allowed anymore. Notified 5 residents throughout muckelemini ST. Nothing further to report.

2300HRS met with rich brown to debrief. Nothing further to report.

0000Hrs End of shift

Employee ID:	Name:	Signature:	Submitted:
010	Eduardo Valadez		2023-07-04 23:50

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### Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1800	0200	015	1688520440-616387901

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

#### ATTACHMENTS:

#### Observations / Duties Performed

- ☒ OTHER - SEE COMMENTS
- ☒ PATROL CHECK OF PROPERTY
- ☒ PATROLLED ENTIRE PARKING AREA

#### Contacts

### Description Of Activities

1800- Start of shift

1843- arrived at water tower, conducted patrol no damages to report gate is undisturbed. No trespassers. Site is clear, Nothing further to report

1852- arrived at mission garden apartments. Conducted patrol of premises. No fireworks going on. Site is clear, nothing further.

1853- arrived at Valero gas station, conducted patrol. No disturbances to report. Site is clear, nothing further to report.

1854- arrived at VFW, conducted patrol of property . Gates are all locked no damages to report. Site is clear nothing further to report.

1858- arrived at San Juan Bautista cemetery, conducted patrol. White Jaguar sedan parked at roundabout at the top of the hill. No damages to report. Site is clear nothing further to report.

1914- arrived at Mayor Jim park, kids playing in roundabout. No fireworks in area site is clear. Nothing further to report.

1920- arrived at rancho way area, conducted patrol of area. No fireworks going on. Few residents playing basketball on the street. Area is clear. Nothing further to report.

1925- arrived at via serra area, conducted patrol. Area has no fireworks going on. Site is clear, nothing further to report.

1934- arrived at mission, conducted patrol of mission area and dirt parking area. No disturbances in premises. Site is clear, nothing further to report.

1937- arrived at rear of mission, conducted patrol of area. No activity going on. Site is clear, nothing further to report.

1953- arrived at windmill market shopping area. Conducted patrol of area. No disturbances to report. Site is clear. Nothing further to report.

2002- arrived at San Juan elementary. Conducted patrol of area no trespassers on basketball courts or in school property. Site is clear. Nothing further to report.

2026- arrived at copper leaf housing area. Considered patrol. Legal fireworks at the park. Area is clear. Nothing further to report.

2048- arrived at water tower area, parked on side of dirt road to keep a look out for fire works. On stand by for enforcement to take over watch.

2111- arrived at baseball park, on standby to get visual of illegal fire works.

2215- responded to yells at Muckelemei where code enforcement confronted a intoxicated male resident about getting verbally aggressive towards one of the guards on site. After Rich from code enforcement made contact with individual, he started yelling. Body cam was turned on. Situation was deescalated. All clear.

2233- arrived at San Juan cemetery conducted patrol. Site is clear no trespassers on premises. Nothing further to report.

2235- arrived at VFW conducted patrol. Gates area locked no damages to report no trespassers. Site is clear, nothing further to report.

2337- arrived to Valero gas station, conducted patrol of business. No transients at dumpster area. Site is clear. Nothing further to report.

2348- arrived at water tower, nothing out of the ordinary. Overflow is shut off. Site all clear. Nothing further to report

2415- arrived at windmill market. Conducted patrol all businesses are closed for the night. No trespassers. Site is clear, nothing further to report

2419- arrived at San Juan elementary. Conducted patrol. No trespassers. No damages to report. Site is clear nothing further to report.

2425- arrived at hacienda hotel, conducted patrol of parking area. There was a female in a white Lexus. Nothing out of the ordinary. Site is clear. Nothing further to report.

2429- arrived at copper leaf housing area, conducted patrol. Area is clear. A resident asked if we wanted an alcoholic beverage, I kindly declined the offer. Proceeded with patrol nothing further to report.

2451- arrived at mission garden apartments conducted patrol of area. Apartment complex is clear. No activity going on. Nothing further to report.

2452- arrived at Valero station, conducted patrol nothing out of ordinary. Site is clear. Nothing further to report.

2455- arrived at the VFW, conducted patrol checked gates and locks. Both are secure. Site clear nothing further to report.

0019- arrived at cemetery. Conducted patrol. Started on standby to see if any firework activity was going on. All clear nothing further to report.

0024- arrived at mayor Jim West memorial park. No one at park nothing out of ordinary. Site is clear nothing further to report.

0028- arrived at rancho housing area, conducted patrol no residents outside no disturbances to report. Site is clear nothing further to report.

0035- arrived at via serra housing conducted patrol of area. No residents outside no activity to report. Site is clear. Nothing further to report.

0041- arrived at mission, conducted patrol of area. Nothing to report. site is clear.

0044- arrived to the rear of mission, conducted patrol. No activity going on. No disturbances. Site is clear nothing further to report.

0045-0200- conducted city patrol. City streets are quiet. Meet up with patrol to hand over keys. No activity to report. City is clear nothing further to report.

Employee ID:	Name:	Signature:	Submitted:
015	Alejandro Cecenas		2023-07-05 01:50

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### Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	1800	0200	016	1688519969-711314145

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

### Description Of Activities

C Alvarado & J Del Real

1800 Start of shift

1821 Unit 8 fueled up.

1854 Valero Gas station patrolled

1903 the Community of Rancho Vista was patrolled not a lot of activity

1914 Patrolled Third st

2010 patrolling the streets of San Juan Bautista

2030 watching for illegal fireworks and patrolling 3rd and 2nd street everything normal

2050 patrolling Rancho Vista area some activity

2130 patrolling and watching From the Water Tower little activity

2207 patrolling 3 and 6 and the cemetery all normal

2209 By orders of code enforcement we were told to notify residents that they would like all firework activity to be stopped by 10pm. As we were walking towards residents who were still outside they started screaming at me, they said they didn't need us in the city and got too close to me. I called over the radio that I would like backup, my first language is spanish and I feel more comfortable speaking it over the radio. The man started screaming that "this is America and speak English". The man was too intoxicated. I did not want to make the situation worse. Rich and Cecenas showed up to back us up. Eventually they got calm and we left the area (Muckelemei)

2246 patrolling Zones 3 and 2 and Monterey Street

2330 patrolling the streets of San Juan Bautista

2412 patrolling the Rancho Vista Community area and the library

2446 patrolling the streets of Monterrey and 3 and 6 without incident

0108 patrolling the streets the windmill market area nothing to report

0115 patrolling Rancho Vista Community all normal

0200 End of shift. No other issues to report.

Employee ID:	Name:	Signature:	Submitted:
016	SJB Patrol		2023-07-05 01:56

SAVE A TREE - DON'T PRINT ME!



**Kysmet Security Patrol inc**  
21 W Laurel Dr Unit 49 Salinas, California 93906  
831-998-7963 - [www.kysmet.net](http://www.kysmet.net)

License #  
PPO 17913

### Patrol Report

Property	Report Date	Start Shift	End Shift	Unit ID	Report #
San Juan Bautista	07/04/2023	2200	0600	008	1688533122-1089400043

PATROL ARRIVAL TIMES TO PROPERTY or ENTRY TIMES OF ACTIVITIES

- - - - -

**ATTACHMENTS:**

**Observations / Duties Performed**

**Contacts**

### Description Of Activities

2200HRS start of shift. Jose Hernandez and Junior Rangel partnered up.

2229HRS conducted patrol on 800 Salinas Road. No issues to report

2232HRS conducted patrol at the mission farms campground. No issues to report

2236HRS conducted patrol at the copperleaf community. Used fireworks were left on the middle of the road. We had to turn one off because it was on fire.

2240HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

2242HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

2249HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

2251HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

2317HRS conducted foot patrol on 3rd street. All business doors were locked. No issues to report

2334HRS conducted foot patrol at the Verutti park restrooms. No issues to report

2341HRS conducted patrol on 706 first street for 5 minutes. No issues to report

2348HRS conducted patrol at the mission Vista apartments parking lots. No issues to report

2349HRS conducted patrol at the Rancho Vista community. No issues to report

2353HRS Conducted patrol at the mayor Jim west memorial park. Park was empty. No issues to report

2356HRS conducted patrol at the San Juan Bautista cemetery. No issues to report

0000HRS break

0018HRS conducted patrol at the veterans hall. Gates are locked. No issues to report

0019HRS conducted patrol at the Valero gas station. No issues to report

0020HRS conducted patrol at the mission garden apartments parking lot. No issues to report

0021HRS conducted patrol at the Neil's super market. Patrolled the back and front of the store. No issues to report

0025HRS conducted patrol at the San Juan Bautista city water tower. Gate is locked. No issues to report

0026HRS patrolling city streets

0127HRS conducted patrol on 800 Salinas Road. No issues to report

0131HRS conducted patrol at the mission farms campground. No issues to report

0134HRS conducted patrol at the copperleaf community. No issues to report

0138HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report

0141HRS conducted patrol at the San Juan school. Parking lot is empty. No issues to report

0144HRS conducted patrol at the San Juan Bautista mission parking lot. Patrolled the back and front of the mission. No issues to report

0146HRS conducted patrol on 706 first street for 5 minutes. No issues to report

0152HRS conducted patrol at the Carl Martin Luck memorial library. Parking lot is empty. No issues to report

0154HRS conducted patrol at the Harvey's Lockup mini Storage. No issues to report

0206HRS lunch break

0241HRS conducted patrol at mission Vista apartments parking lots. No issues to report.

0245HRS conducted patrol at Rancho Vista community. No issues to report.

0250HRS conducted patrol at mayor Jim west memorial park. No issues to report.

0254HRS conducted patrol at the San Juan Bautista cemetery. No issues to report.

0256HRS conducted patrol at both veterans hall and Valero gas station. No issues to report.

0257HRS conducted patrol at mission garden apartments parking lot. No issues to report..

0258HRS conducted patrol at Neil's super market. No issues to report.



0302HRS conducted patrol at the city water tower. Nothing to report.

0304HRS patrolling city streets.

0402HRS conducted patrol at 800 Salinas Road. No issues to report.

0407HRS conducted patrol at mission farms campgrounds. No issues to report.

0414HRS conducted patrol at cooperleaf community. No issues to report.

0417HRS conducted patrol at the hacienda de leal hotel parking lot. No issues to report.

0421HRS conducted patrol at the San Juan elementary school. No issues to report.

0422HRS patrolled the windmill market parking lot. No issues to report.

0425HRS conducted patrol at the San Juan Bautista mission parking lot. No issues to report.

0427HRS conducted patrol at 706 1st. Waited for five minutes. No issues to report.

0433HRS conducted patrol at Carl Martin Luck memorial library and Harvey's Lockup mini Storage. No issues to report.

0435HRS conducted patrol at mission Vista apartments parking lots. No issues to report.

0438HRS conducted patrol at Rancho Vista community. No issues to report.

0442HRS conducted patrol at mayor Jim west memorial park. No issues to report.

0446HRS conducted patrol at the San Juan Bautista cemetery. No issues to report.

0448HRS conducted patrol at the veterans hall parking lot. No issues to report.

0449HRS conducted patrol at mission garden apartments parking lot. No issues to report.

0451HRS conducted patrol at Neil's super market. No issues to report.

0455HRS conducted patrol at the city water tower. No issues to report.

0456HRS patrol city streets

0520HRS Patrolled at Valero gas station.

0600HRS end of shift.

Employee ID:	Name:	Signature:	Submitted:
008	Junior Rangel		2023-07-05 05:51

SAVE A TREE - DON'T PRINT ME!

**City of San Juan Bautista**  
**Revenues ~ Budget Vs. Actual**  
**For the Eleven Month Period Ended May 31, 2023**

Item #5E  
City Council Meeting  
July 18, 2023

<b>REVENUES</b>	<b>FY22</b>	<b>FY23</b>	<b>Annual</b>		<b>YTD</b>	
<b>Fund</b>	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>Difference</b>	<b>92%</b>	<b>Notes</b>
<b>General Fund</b>	2,267,662	2,512,224	2,737,935	(225,711)	92%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	327,676	2,487,141	3,186,996	(699,855)	78%	<b>B</b>
Community Development	77,055	86,580	404,514	(317,934)	21%	<b>A</b>
COPS	149,639	135,360	100,000	35,360	135%	<b>C</b>
Parking & Restroom Fd	39,061	23,892	26,000	(2,108)	92%	
Gas Tax Fund	88,792	85,776	98,520	(12,744)	87%	
Valle Vista LLD	19,345	24,318	26,529	(2,211)	92%	
Rancho Vista CFD	59,152	60,978	66,521	(5,543)	92%	
Copperleaf CFD	19,211	20,763	22,650	(1,888)	92%	
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	34,833	34,833	38,000	(3,167)	92%	
Vehicle Replacement	55,000	55,000	60,000	(5,000)	92%	
<b>Enterprise Funds:</b>						
Water						
Operations	1,035,668	1,134,438	1,213,800	(79,362)	93%	
Capital	92,555	-	79,350	(79,350)	0%	<b>B</b>
Sewer						
Operations	1,157,732	1,380,944	1,185,000	195,944	117%	
Capital	6,244	-	484,352	(484,352)	0%	<b>B</b>
<b>TOTAL Funds</b>	<b>3,161,963</b>	<b>5,530,023</b>	<b>9,730,167</b>	<b>4,200,144</b>	<b>57%</b>	

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

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

C ~ COPS revenues are coming in higher than anticipated at the time of budget.

**City of San Juan Bautista**  
**Expenditures ~ Budget Vs. Actual**

Item #5E  
City Council Meeting  
July 18, 2023

**For the Eleven Month Period Ended May 31, 2023**

<b>EXPENDITURES</b>	<b>FY22</b>	<b>FY23</b>	<b>Annual</b>		<b>YTD</b>	
<b>Fund</b>	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>Variance</b>	<b>92%</b>	<b>Note</b>
<b>General Fund</b>	1,615,850	1,724,046	2,425,349	(701,303)	71%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	327,676	2,487,141	3,186,996	(699,855)	78%	<b>A</b>
Community Development	603,803	632,868	671,289	(38,421)	94%	
COPS	91,667	91,667	100,000	(8,333)	92%	
Parking & Restroom Fd	-	-	2,500	(2,500)	0%	
Gas Tax Fund	15,319	18,474	19,000	(526)	97%	
Valle Vista LLD	57,576	25,711	26,529	(818)	97%	
Rancho Vista CFD	34,607	33,537	66,521	(32,984)	50%	
Copperleaf CFD	13,298	17,742	22,650	(4,908)	78%	
<b>Development Impact Fee Funds</b>						
Public/Civic Facility	2,480	2,475	2,700	(225)	92%	
Library	10,869	4,070	4,440	(370)	92%	
Storm Drain	3,148	3,146	3,432	(286)	92%	
Park In-Lieu	274	275	300	(25)	92%	
Public Safety	786	781	852	(71)	92%	
Traffic	396	396	432	(36)	92%	
<b>Enterprise Funds:</b>						
Water:						
Operations	726,149	678,390	805,232	126,842	84%	
Capital	96,807	13,475	79,350	65,875	17%	<b>A</b>
Sewer						
Operations	745,506	861,965	923,911	61,946	93%	
Capital	777,598	511,333	484,352	(26,981)	106%	
<b>TOTAL Funds</b>	<b>3,557,473</b>	<b>5,383,446</b>	<b>8,825,835</b>	<b>3,442,389</b>	<b>61%</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. Additionally, some projects have been moved to the next fiscal year.

City of San Juan Batista  
Check/Voucher Register - Check Register Current Month  
From 6/1/2023 Through 6/30/2023

1110 - Operating  
Acct. 1948

Effective Date	Check Number	Vendor Name	Matching Document Date	Check Amount
6/1/2023	216739	AFLAC	5/31/2023	934.44
6/1/2023	216740	at&t	5/7/2023	91.37
6/1/2023	216741	Baker Supplies and Repairs	5/4/2023	785.98
6/1/2023	216742	California Association for Local Economic De	5/26/2023	3,600.00
6/1/2023	216743	CALNET	5/19/2023	352.84
6/1/2023	216744	CMAP	3/31/2023	1,027.14
6/1/2023	216745	CSG Consultants, Inc.	1/1/2023	10,445.00
6/1/2023	216746	California State University Fresno, Foundatic	10/16/2023	900.00
6/1/2023	216747	Cypress Water Services	2/28/2023	22,350.00
6/1/2023	216748	David Medeiros.	2/6/2023	95.00
6/1/2023	216749	Destiny Software Inc.	7/1/2023	4,500.00
6/1/2023	216750	Ethan Usher	5/18/2023	231.51
6/1/2023	216751	FedEx	5/17/2023	34.26
6/1/2023	216752	Home Depot Credit Services	4/26/2023	315.51
6/1/2023	216753	J.C.J. Electric Corp.	5/18/2023	891.33
6/1/2023	216754	J.V. Orta's Rent A Fence	7/27/2023	225.00
6/1/2023	216755	Joe's Lanscaping & Concrete, Inc	1/1/2023	18,852.33
6/1/2023	216756	Kimley-Horn and Associates, Inc.	4/30/2023	11,080.00
6/1/2023	216757	Landscape Design By Rosemary Bridwell CC	5/17/2023	200.00
6/1/2023	216758	Liebert Cassidy Whitmore	4/30/2023	1,462.00
6/1/2023	216759	Margaret Clovis	5/26/2023	1,650.00
6/1/2023	216760	Miguel Garfias	5/13/2023	700.00
6/1/2023	216761	MNS Engineers, Inc.	4/30/2023	38,773.78
6/1/2023	216762	Monterey Bay Analytical Services	4/27/2023	4,633.00
6/1/2023	216763	New SV Media	5/26/2023	441.30
6/1/2023	216764	P G & E	5/21/2023	745.21
6/1/2023	216765	Pet Waste Co	5/18/2023	217.85
6/1/2023	216766	Pinnacle Healthcare Medical Group	5/19/2023	80.00
6/1/2023	216767	Ready Refresh	5/12/2023	223.98
6/1/2023	216768	Regional Government Services	3/3/2023	1,836.20
6/1/2023	216769	Rx-Tek	5/18/2023	790.00
6/1/2023	216770	San Benito County Sheriff	5/7/2023	2,470.00
6/1/2023	216771	San Benito Tire Pros	5/16/2023	99.95
6/1/2023	216772	Smith & Enright Landscaping	5/31/2023	3,915.00
6/1/2023	216773	Sound Design A/V Contractors	5/22/2023	1,127.58
6/1/2023	216774	Sprint	5/7/2023	452.72
6/1/2023	216775	Stantec Consulting Services Inc.	4/28/2023	7,298.00
6/1/2023	216776	Staples	5/13/2023	342.61
6/1/2023	216777	State Compensation Insurance Fund	6/21/2023	5,338.75
6/1/2023	216778	True Value Hardware	5/12/2023	419.03
6/1/2023	216779	US Bank	4/20/2023	8,460.27
6/1/2023	216780	US Bank Equipment Finance	6/7/2023	249.61
6/1/2023	216781	Valero Wex Bank	5/11/2023	1,126.00

City of San Juan Batista  
Check/Voucher Register - Check Register Current Month  
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Effective Date	Check Number	Vendor Name	Matching Document Date	Check Amount
6/1/2023	216782	Valley Welding	5/15/2023	650.00
6/1/2023	216783	Wendy L. Cumming, CPA	5/10/2023	5,073.75
6/13/2023	216784	4Leaf, Inc.	5/31/2023	970.11
6/13/2023	216785	All Clear Water Services	5/31/2023	4,100.00
6/13/2023	216786	att.com	6/1/2023	66.69
6/13/2023	216787	AVAYA	6/5/2023	250.66
6/13/2023	216788	Brigantino Irrigation, Inc.	5/12/2023	76.54
6/13/2023	216789	Charter Communications	5/27/2023	581.95
6/13/2023	216790	Citygate Associates, LLC	5/31/2023	6,921.66
6/13/2023	216791	Clark Pest Control	6/5/2023	111.00
6/13/2023	216792	Data Ticket Inc.	4/30/2023	220.25
6/13/2023	216793	Erika Amezcua	6/9/2023	700.00
6/13/2023	216794	FedEx	5/27/2023	31.93
6/13/2023	216795	Hamner Jewell Associates	5/31/2023	485.00
6/13/2023	216796	iWorQ Systems	7/1/2023	6,000.00
6/13/2023	216797	J.V. Orta's Rent A Fence	7/4/2023	600.00
6/13/2023	216798	Kysmet Security & Patrol Inc	5/31/2023	9,973.00
6/13/2023	216799	Monterey Bay Analytical Services	4/25/2023	2,829.00
6/13/2023	216800	Rx-Tek	5/2/2023	2,270.18
6/13/2023	216801	Wallace Group	4/30/2023	1,096.25
6/13/2023	216802	William Vance	6/9/2023	25.91
6/16/2023	216803	Baker Supplies and Repairs	5/17/2023	446.37
6/16/2023	216804	Data Ticket Inc.	1/31/2023	680.00
6/16/2023	216805	Government Forms and Supplies	5/31/2023	233.01
6/16/2023	216806	Heliena Walton	6/19/2023	298.50
6/16/2023	216807	P G & E	6/4/2023	12,281.08
6/16/2023	216808	Patricia Bains	6/19/2023	298.50
6/19/2023	216835	McKim Corporation	5/31/2023	84,883.52
6/27/2023	216815	AFLAC	6/30/2023	934.44
6/27/2023	216816	at&t	6/7/2023	101.36
6/27/2023	216817	CALNET	6/19/2023	349.19
6/27/2023	216818	Cypress Water Services	5/31/2023	11,175.00
6/27/2023	216819	Dale Coke.	6/30/2023	3,000.00
6/27/2023	216820	Data Ticket Inc.	5/31/2023	200.00
6/27/2023	216821	Design Line & Granger	6/16/2023	434.82
6/27/2023	216822	First Alarm	7/1/2023	493.41
6/27/2023	216823	Michelle Sabathia.	6/30/2023	300.00
6/27/2023	216824	Monterey Bay Analytical Services	6/8/2023	1,360.00
6/27/2023	216825	Pacific Crest Engineering Inc.	4/28/2023	2,925.00
6/27/2023	216826	Pet Waste Co	6/19/2023	217.85
6/27/2023	216827	Quadient Leasing USA, Inc.	7/1/2023	473.47
6/27/2023	216828	Ready Refresh	6/12/2023	213.92
6/27/2023	216829	Sentry Alarm System	7/1/2023	837.00
6/27/2023	216830	Smith & Enright Landscaping	6/30/2023	5,296.59

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Effective Date	Check Number	Vendor Name	Matching Document Date	Check Amount
6/27/2023	216831	Sound Design A/V Contractors	6/8/2023	978.75
6/27/2023	216832	Sprint	6/7/2023	452.72
6/27/2023	216833	Stantec Consulting Services Inc.	5/19/2023	16,085.63
6/27/2023	216834	US Bank	5/22/2023	<u>3,789.75</u>
Report Total				<u>351,538.31</u>

# CITY MANAGER'S REPORT

## Fire Department Update

Chief Del Campo

## Sheriff and Law Enforcement Services-

Talk with Sgt Penny every week

Coordinate priorities for Deputy Villanueva

Very Pro-active, responding to every complaint

Talked with security 3 camera vendors (5.16.23, 6.12.23, 6.30.23)

waiting for one more proposal to make a recommendation

# CITY MANAGER'S REPORT

Recreation & Library programs-

The Recreation Technician Position

Advertised for 6 weeks- no reply (\$19.24-26.72/hr)

Santa Clara County pays \$32/hr

It is the middle of summer- full employment

Joined two Rec. Associations- advertising there now

Re-Advertising without a salary (BOQ)

Hesitant to start new programs before it is filled

Community Hall Acoustics Upgrade- award July 18, 2023

The Credo Studios "Beat Camp" was held in June

Summer Discovery Camp does not appear to moving forward

Art in the Park on the 3<sup>rd</sup> Saturday of the next three months



# CITY MANAGERS REPORT

**Program name:** *Arts in the Park - where the art is!*

**Program event dates:**

1. Saturday, July 22, 2023 11AM-2PM  
@SJB City Library and Carl Martin Luck Memorial Park
2. Saturday, August 19, 2023 11AM-2PM  
@SJB City Library and Carl Martin Luck Memorial Park
3. Saturday, September 23, 2023 11AM-2PM  
@SJB City Library and Carl Martin Luck Memorial Park

**Program concept:** Outdoor Open Studios showcasing the materials, techniques, and work of community artists from the major disciplines: Visual Arts, Dance, Theatre, Music

**Program audience:** Residents of San Juan Bautista & Aromas: Adult, Youth, Kids, Seniors

**Program Objective:** Community building, Arts Literacy, Recreation

# CITY MANAGERS REPORT

San Juan Bautista Senior Organizing Committee (June 26<sup>th</sup>)

Listening Sessions- well attended

Re-Opening Senior Lunches w/Jovenes de Antonio in July

Partnering with San Juan Service Club

Goals is to have a dedicated site

Village Movement California –

<https://villagemovementcalifornia.org/about-us/>

*Village Movement California is a coalition of grassroots community organizations called villages. Together with our partners, we seek to revolutionize the experience of aging.*

# CITY MANAGER'S REPORT

RFP for Landscaping Services Drafted - sent out August 14, 2023

Shared draft CFD resolution with Copperleaf and Ranch Vista Residents

RFP for ADA/Accessibility Study- Due back August 1, 2023

Grant funds of \$10,000 awarded from CIRA

Help to prioritize our Accessibility Investments

Buildings and Streets/Sidewalks

RFP for Legal Services- Due back July 21<sup>st</sup>, 2023

Setting up a City Council Ad Hoc Committee

# CITY MANAGER'S REPORT

## Wastewater Update

### Hollister

Attended the Hollister City Council meeting June 20, 2023

Hollister approved the City's Agreement 4-1 Vote

Minor amendment before the Council 07.18.2023

## Contract award/Budget

On this agenda with contingencies

USDA has to approve the budget

## Environmental Mitigation Credits

Have to have these under contract before breaking ground

# CITY MANAGER'S REPORT

## Water Update

June 26, 2023 Proposal from HDR approved by City

3-month schedule to get to 30% design (October)

Re-evaluate Budget

Environmental Impacts

Initiated conversation with Cal Trans

two Encroachments on “old” Hwy 156 –

Union Road and Mission Vineyard

Two Agreement with Cal Trans pending for “casings” under the Hwy



Figure 1 - Revised San Juan Bautista Transmission Pipeline Alignment (shown in red)

# CITY MANAGERS REPORT

Citygate Report Draft Received

Under review by staff prior to publication

UGB-SOI Restarted and Underway (June 13 and June 27<sup>th</sup>)

Reviewing Recommended draft SOI, & again on July 25<sup>th</sup>

Reviewed “Base Maps” and natural barriers

Touring the City’s Borders July 25<sup>th</sup>

Looking at other County Greenbelt Agreement with cities

Sonoma, Ventura and others

Economic Development

A lot of great feedback from those attending training in LA

Public meeting tomorrow the 19<sup>th</sup> to share

Looking into State sponsored programs as well-

Inclusive Innovation Hubs – CA Small Business Advocate

# CITY MANAGERS REPORT

AMBAG “REAP2” Applications due at the end of the summer

“Regional Early Action Planning Grants”

Two types; regional and local

City will apply for a local REAP2 grant

Fits well with the Multi-Modal Center project

Multi Modal Project Grant Application-

Cal Trans - \$300k

Results due in August

Draft Land-Use/Zoning Ordinance presented to PC concerning “Pop-Ups”

Housing Element

Kick-off meeting with Planning Commission held 6.29.23

Joint Council-PC Meeting August 29th



# CITY MANAGERS REPORT

Solid Waste (SB County Integrated Waste Management)

Recology Rate Increase July 1 (5%)

New Intern, promoting Hazardous Waste programs

LED Light Exchange

Mail back program for SHARPS and old medications

Invited to talk about Landfill, but consultant unavailable

Green Business Awards tomorrow July 19<sup>th</sup> 5:30

at the Veterans Memorial Building in Hollister

3 new business (11 total)



## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT**

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**DATE:** JULY 18, 2023

**DEPARTMENT:** ADMINISTRATION/CITY CLERK

**FROM:** ELIZABETH SOTO, CMC, CPMC, DEPUTY CITY CLERK /  
ADMINISTRATIVE SERVICES MANAGER

**BY:**

**TITLE:** LEAGUE OF CALIFORNIA CITIES (LCC) VOTING DELEGATE

### RECOMMENDED MOTION:

Delegate a Voting Delegate and Alternate for the League of California Cities Annual Conference and Expo, September 20-22, 2023.

### RECOMMENDATION:

It is recommended that the City Appoint a delegate and an alternate voting delegate for the annual League of California Cities General Assembly on policy resolutions and further authorize the City's delegate to vote on the Cal Cities' proposed policy resolutions.

### EXECUTIVE SUMMARY:

The League of California Cities 2023 Annual Conference and Expo is scheduled for September 20-22, 2023 in Sacramento California. A voting delegate is a councilmember that will be representing the City of San Juan Bautista at the General Assembly. Delegates during the General Assembly will be voting on resolutions, which if approved, become Cal Cities policy. Voting delegates need to attend the full conference (September 20-22, 2023) through the General Assembly, which takes place on Fridays of the annual conference.

The General Assembly is a meeting of the collective body of all voting delegates — one from every member city. During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at the General Assembly meeting.

### BACKGROUND:

Seven Policy Committees meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities

diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

FISCAL IMPACT:

None



Council Action Advised by August 28, 2023

**DATE: Wednesday, June 21, 2023**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,  
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.**

**New this year, we will host a pre-conference information session for voting delegates to explain their role.** Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](http://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: \_\_\_\_\_

## 2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

**Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

### 1. VOTING DELEGATE

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

Email: \_\_\_\_\_

Title: \_\_\_\_\_

### 2. VOTING DELEGATE - ALTERNATE

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

Title: \_\_\_\_\_

Email: \_\_\_\_\_

### 3. VOTING DELEGATE - ALTERNATE

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

Title: \_\_\_\_\_

Email: \_\_\_\_\_

### ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mayor or City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

**Please complete and email this form to [votingdelegates@calcities.org](mailto:votingdelegates@calcities.org) by Monday, August 28, 2023.**

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

## What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).





## CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

**AGENDA TITLE:** **FIRST ANNUAL REPORT OF THE ECONOMIC DEVELOPMENT CITIZEN ADVISORY COMMITTEE (EDCAC) - A STANDING COMMITTEE OF THE CITY COUNCIL FOR BUSINESS IMPROVEMENT, RESILIENCY, AND OVERALL COMMUNITY ECONOMIC DEVELOPMENT**

**MEETING DATE:** July 18, 2023

**DEPARTMENT HEAD:** Brian Foucht, Community Development Director

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### **RECOMMENDED ACTION(S):**

Accept the report of the EDCAC and direct staff and the committee toward preparation of an economic development strategy for San Juan Bautista.

### **BACKGROUND:**

In September, an informal group of San Juan Bautista business interests (San Juan Bautista Business Forum) expressed a desire to establish a formal, organized approach to address business improvement, resiliency and overall economic development in San Juan Bautista. The Business Forum discussion focused on the need for 1) enhanced resources for local business development and support; 2) organized communication and follow up with staff and City Council regarding these concerns, and 3) ongoing liaison and follow up with economic development resources in San Benito County and through State and Federal agencies.

In September 2021, Mayor Jordan asked that this discussion be placed on the City Council agenda for discussion and possible direction to staff, resulting in formation of the EDCAC. The attached report contains a brief history of the formation of the EDCAC, followed by a report and recommendations prepared by three subcommittees established by the EDCAC as working groups to address various aspects of economic development.

### **DISCUSSION:**

The 11 - member (as constituted) EDCAC provides an invaluable filter to identify economic development connections and relationships initiatives most helpful to the City's business and overall economic outlook. The EDCAC has struggled at times, but prevailed collaboratively to achieve a unified set of prescriptions capable of evolving a local strategy.

Nonetheless, the Committee, through the activities of its subcommittees, ultimately over-reached beyond the intent of the City Council; i.e. subcommittee members have developed and implemented specific programs well ahead of City Council acknowledgement, direction and assignment of administrative support. In a few instances lines have been blurred between private or individual member interests and those local public interest initiatives that require support from strategic and leveraged grant funding or the City's general fund. These are not negative results; it means that aspirations of Committee members for the City, commitment, and excitement among members regarding a new way of looking community health and economic resilience, and communication between EDCAC members, its subcommittees and community affiliates is at a very high level. The EDCAC was designed to accommodate this sort of integrated outreach, as a way of enriching the Committee's knowledge base necessary for informed recommendations to the City Council.

**Further Discussion Items:** As the Committee goes forward staff recommends that the City Council request that the EDCAC incorporate the following measures:

1. EDCAC more frequently (quarterly) involve the City Council in dialogue;
2. Prioritize and report EDCAC subcommittee recommendations, endorsed by the Committee as a whole, as a set of economic development policies and implementation programs for reference in the SJB Economic Development Strategy Plan and General Plan;
3. Continue to work to evolve relationships using resources referenced in the City's 2023-24 Budget;
4. Reemphasize and confirm the valuable role of each subcommittee, as currently constituted. Staff recommends that the existing EDCAC subcommittees demonstrate the continued ability to work to accomplish their objectives in the manner established by the EDCAC. In particular, staff recommends that the City Council direct the EDCAC to ensure that working subcommittees are integrated, interdependent and mutually supportive.

Attachments:  
EDCAC Report 2022-23  
EDCAC Bylaws



San Juan Bautista Economic Development Citizens Advisory Committee  
Overview Of Activities and Report 2022-23  
With Recommendations

### **Formation, Organization and Support**

The City Council formally established the Economic Development Citizens Advisory Committee (EDAC) via Resolution 2021-65 in November 2021 in response to a desire by the business community to establish a formal, organized approach to addressing business improvement, resiliency, and overall economic development in San Juan Bautista. The focus at the time was on 1) enhanced resources for local business development and support; 2) organized communication and follow up with staff and City Council regarding these concerns, and 3) ongoing liaison and follow up with economic development resources in San Benito County and through State and Federal agencies.

The need for organized community input to the then impending San Benito County Comprehensive Economic Development Strategy (CEDS) was cited a persuasive reason to establish the EDCAC. The importance of the EDCAC in addressing economic development initiatives for the benefit of the SJB community remains significant with the ongoing development of the Comprehensive Economic Recovery Fund (CERF) program. This top down economic development planning exercise is paving the way for funding economic development projects at the local San Benito County and SJB City levels.

EDCAC was established as a “standing committee” , first with 7 members and then subsequently increased membership to 11 members shortly thereafter via Resolution 2021-74. Subsequent resolutions have been adopted recognizing member resignations and appointments; however, despite several opportunities to do so, the City Council’s intent and the assigned activities have not been amended in any way.

The City Council determined that organized, ongoing and formal communication regarding economic development requires a concerted partner-driven effort involving local education, the arts and culture, education, transportation, land development, public and private investment priorities, marketing and promotion. To accomplish this objective, the City Council established the EDCAC as a “standing committee” with the following purpose:

- 1) Stimulate the provision of enhanced resources for local business development and support;

- 2) Establish and maintain communication with City staff and City Council regarding business support, development, and overall economic development;
- 3) Establish and maintain an ongoing liaison with economic development resources in San Benito County and State and Federal agencies.

To accomplish this purpose, the City Council directed the EDCAC to conduct activities including but not limited to the following:

- 1) Host an active forum for exchange of ideas and information and otherwise reach out to the business community, residents, and visitors to promote business development;
- 2) Evaluate and determine the economic needs of the business community and residents;
- 3) Interact proactively with a broad spectrum of economic development interests;
- 4) Recommend strategies to the City Council to provide resources directly to local businesses.

A standing committee of this sort, distinguished from an ad hoc committee, is subject to the Brown Act (Government Code Section 54952) and also the “Maddie Act” (Government Code Section 54970 et seq) designed to increase public awareness of appointments made by the City Council and to provide the local legislative bodies access to critical talent resources that would otherwise go unused. This type of committee is subject to specific reporting requirements regarding appointments, terms and qualifications of committee members. Staff resources are necessary to support such committees, including preparation of the list of appointees, management of agendas and minutes, arrangement of resources, research, report preparation, and meeting facilitation, and implementation, via grants and staffing, of programs and activities. The EDCAC adopted Bylaws on December 21, 2022.

(EDCAC meetings are recorded video meetings, and agendas, minutes and videos can be accessed on the City’s website at the following location: [Welcome to San Juan Bautista, CA \(san-juan-bautista.ca.us\)](https://www.san-juan-bautista.ca.us))

This model is precisely what the Business Forum participants suggest is an important objective for the committee - a way to bring information, resources, and feedback to the City Council that would otherwise be difficult to access or obtain. Information and resources would be expected to come to the committee from staff, advisors, and committee research and outreach for organized presentation to the City Council.

The EDCAC has been supported from the beginning, at nearly every meeting, by a dedicated and knowledgeable technical advisory group (“advisors”) group of economic development professionals via the San Benito County Economic Development Corporation (Renee’ Wells) and Governor’s Office of Business and Economic Development (GoBiz: Danna Stroud and Brian

Coleman). Staff at the Monterey Bay Economic Partnership (MBEP) recently joined with GoBiz staff to provide support in connecting key resources discussed later in this report.

To date, the EDCAC has functioned without specific budget as a general fund expenditure as a Community Development Department Program.

The EDCAC very quickly understood the importance of establishing both a Mission Statement aligned with the City Council's statement of purpose and of establishing a San Juan Bautista Vision statement as a way of ensuring that the Committee would work toward results that are aligned with the community values and long-term aspirations. The following are EDCAC Mission and City Vision statements adopted by the EDCAC to guide the work of the Committee and to frame recommendations to the City Council:

### ***EDCAC MISSION STATEMENT***

*The San Juan Bautista EDCAC's Mission is to engage, support and attract local business to create a sustainable, diverse community that promotes, increases and sustains economic opportunities and success, facilitates and promotes community activities that attract local citizens and visitors alike, and improves the quality of life in San Juan Bautista.*

### ***EDCAC VISION (statement) OF SAN JUAN BAUTISTA***

*San Juan Bautista is a small, welcoming City with a vibrant economy that is surrounded by protected and conserved open space. The City is enriched through preservation of its historical resources and creative expression through the arts and within its public places. The City rests on a rural foundation that celebrates diversity, connectivity and supports residents and visitors alike with quality services and amenities within a well-developed central business district, a new employment center, and well-maintained neighborhoods. These attributes are made possible through education at all levels, focused government programs, and enlightened and compassionate governance.*

Key work products attached as exhibits to this report explain the process used to derive these statements, including a member questionnaire, organized discussion of key topics of concern derived from the questionnaire, content analysis by staff of alternatives (interpretive guide) and finally a limited menu of preferred statements from which the above statements were derived.

These statements are the result of a successful EDCAC practice of establishing subcommittees to set the stage for action by full EDCAC.

## SUBCOMMITTEES

The depth and variety of the topics in the member responses to the questionnaire prompted staff and advisors to work with the Committee to establish subcommittees arranged by key topics derived from the City Council Resolution and the Mission and Vision Statements.

The EDCAC thereafter shifted the most significant work of the EDCAC to these subcommittees, with coordination by the EDCAC of subcommittee findings and recommendations during monthly meetings. Due to Brown Act requirements, such a structure prompted the EDCAC to establish rules of member conduct within and between subcommittees and with the EDCAC. The EDCAC determined that all voting members must participate in one of three (3) subcommittees, with a requirement that not more than a quorum of EDCAC members may serve on an individual subcommittee, no member may serve on more than one subcommittee, and committee members may not discuss their work with members of other subcommittees outside an EDCAC meeting.

Each subcommittee has been responsible to develop an agenda, methods and cultivate resources necessary to accomplish their objective.

The work of subcommittees, taken together, are the basis for development of a local economic development strategy that can then be integrated with the City's Economic Development planning, County CEDS program, CA GoBiz CERF program, and other ED programs.

The following are subcommittee roles, responsibilities membership and recommendations of each subcommittee

**I. Economic Development Outreach Subcommittee** (2022 members: Darlene Boyd, Lizz Sanchez-Turner, Fran Fitzharris; 2023 Members: Leslie Jordan, Fran Fitzharris, Lizz Sanchez - Turner) :

A. Role and Responsibility: This subcommittee will research and inform the EDCAC and other subcommittees of work by economic development organizations and entities within San Juan Bautista, the County and the broader region including: the San Juan Business Association; San Juan Committee; San Benito County Economic Development Corporation (CEDS initiative); San Benito County Economic Development Advisory Committee; San Benito County Business Council; San Benito County Chamber of Commerce; Hollister Downtown Association; Economic Development Corporation Partnership (San Benito County); Monterey Bay Economic Partnership; Rural Counties Representatives of California, Central Coast Coalition (Uplift Central Coast), and GoBiz (CERF initiative); and CALED.

- Current EDCAC appointed Members: Fran Fitzharris, Lizz Sanchez-Turner, Leslie Jordan.

- Previously Appointed Members: Luke Kerbs (resigned); Beverly Meamber (resigned); Darlene Boyd (appointed to Community Relations and Resources subcommittee)

## B. Recommendations of the Outreach Subcommittee for the 2023 SJB EDCAC

Outreach subcommittee researched nearly 40 organizations to obtain an idea of who might be positioned to:

- 1- Offer grants that may be pertinent to our planning – what are our priorities?
- 2- Might become suitable partners with our plans – what are our priorities?
- 3- Tools to guide us through the planning processes to create & review priorities, including sustainability.

San Juan Committee DBA: San Juan Bautista Business Association	The mission of this organization is to promote economic vitality while maintaining the charm and history of San Juan Bautista. .(This group can function to provide programs, offer services and engage in other activities that promote and support community development, acting much like a community development corporation.)
San Benito County Economic Development Corporation (CEDS initiative development)	promotes economic growth and development in San Benito County, California through business attraction, retention, expansion and creation, while maintaining and preserving our agricultural land and rural environment.
San Benito County Economic Development Advisory Committee	is committed to preserving and nurturing public access and participation in economic development and revitalization
San Benito County Business Council	Local business, agency & government leaders committed to actively contributing to the economic vitality and wellbeing of the communities of SBC
San Benito County Chamber of Commerce	provide benefits and resources to support member businesses for a strong community and regional economy, civic, cultural and educational climate.
Economic Development Corporation Partnership (San Benito County)	promotes economic development through business attraction and support, creating economic opportunities to improve our quality of life.
Central Coast Coalition	California's Economic Development Network
California Main Street	Transformation strategies that articulate a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy

Save Our Town <a href="https://saveyour.town/">https://saveyour.town/</a>	specialize in low or no cost solutions, ones that will work in even the tiniest of towns.
SERP = CEQA Statutory Exemption Restoration Projects: <a href="https://wildlife.ca.gov/Cutting-Green-Tape/SERP">https://wildlife.ca.gov/Cutting-Green-Tape/SERP</a>	for fish and wildlife <b>restoration</b> ... San Juan Creek? Marsh/riparian restoration habitat? Upland restoration habitat?

### C. EDCAC Adopted Outreach Recommendations

#### 1. City Council

Immediately update the City Community Center to a variable use facility. (i.e.: sound proofing, installing WIFI access, white board(s) projector, zoom live stream camera, microphone(s) for use by city committees and other organizations. Create a “Room Request Form” and calendar and access protocols for use.

#### 2. Planning Commission

Legislate for the Historic Downtown Business zone property owners to maintain certain building and upgrade standards for appearance, safety, useability of space and timeliness of vacancies to help support city infrastructure and services to benefit the City, property owners, attract upscale tenants and economic development.

#### 3. SJBBA (staff note: formerly San Juan Committee)

- Prepare actuary of city grants and statistical analysis upon the impact of advocacy efforts, marketing, and visitor attraction to our city.
- Consider hiring a part/full-time social media producer and coordinator to attract visitors to our city/region. Use of grants with developing plans to sustain this position.

#### 4. 2023 EDCAC planning

- Create a handbook for EDCAC members to allow for easy access to organizational expectations and processes as well as updating subcommittees and other task force formations and activities.
- Do a review of the Brown Act as presented to the City Council and the Planning Commission. Include this slide presentation and any updates in the handbook.



- Study the **SJB Strategic Plan** to determine areas in which to pursue assistance, grants, partnerships. Brainstorm ideas, choose best ones to pursue.
- **Find funding sources ( and partners) that fit our priorities, rather than shaping our priorities to fit funding sources (and partners).**
- Urge **Business Development and Retention** subcommittee to create a work plan (Pg. 18 in Revitalizing Main Street), including timelines, assignments, itemized budget if needed, pertinent data, and evaluation (benchmarks) procedure. Also read and adopt significant ideas of the book Recast Your City by Ilana Preuss. Also review “Why Business Retention and Expansion Plans are Important for Downtowns” at <https://www.mainstreet.org/blogs/national-main-street-center/2017/05/24/why-business-retention-and-expansion-plans-are-important-for-downtowns>.
- Urge both **Business Development and Retention** and **Community Relations and Resources** subcommittee to review the **Community Heart & Soul** grant ( i.e.: seed funds to establish the CHS community engagement model in your district; <https://www.mainstreet.org/howwecanhelp/fundingopportunities>) and **Mobile-T** grants (<https://www.t-mobile.com/brand/hometown-grants>).

**II. Business Development and Retention subcommittee** (3 members: Heliena Walton, Patricia Bains, Stephanie Correia ):

A. Role and Responsibility: This committee will take a hard and critical look to develop recommendations for establishing and enhancing business development and retention tools and practices in the City. The focus will be on the experience of prospective, new, and existing business interactions with the City, County, State and economic development entities to achieve stability and success.

- Current Appointed members: Heliena Walton, Patricia Bains, Stephanie Correia, Deanna Snyder;
- Previously Appointed Members: Fran Fitzharris (appointed to Outreach subcommittee)

B. The Business Development & Retention Sub-Committee Recommendations:

1. Update the City's website with a tab for business resources to make it user-friendly for potential businesses and resources for new and existing companies to utilize with actionable intel. We should have periodic workshops, such as the one provided by GoBiz, to educate and instruct our businesses regarding available resources and to stay up to date with emerging business support resources.

2. It would be helpful to have a list of strategic alliances with community-based organizations, County and even State resources. For instance, we can partner with a Business Association and have a Business Resource Center in the heart of downtown. Use the GoBiz model of providing information locally that will benefit local businesses.
3. Create a strategic plan for our new Business District and implement outsourced resources with the core competency to accomplish the goals. One measure of such a strategy would be to create disincentives for vacant buildings in Downtown.
4. Create a healthy City with Tourism which is a critical component to maintaining existing businesses and attracting new businesses to our City. We need to create a business retention and expansion plan. One way to do this is to create a marketing tool that emphasizes San Juan Bautista charm, such as a "San Juan Bautista Insider" magazine.
5. The revitalization of the main street is essential, whether we use Retail Strategies or piggyback on some options with the downtown Main Street program. Whatever source(s) are chosen, the bottom line is that we need professional assistance in order to reach our desired goal. The City should invest in a staff person that is contracted specifically to work directly and closely with local businesses and groups to accelerate ED.
6. There should be a program to support rehabilitation, including seismic retrofit of historic resources (via Mills Act tax credit program and grant funding) of buildings in the Downtown. Downtown revitalization should result in a greater diversity of restaurants and lodging.
7. We need to develop and maintain a social presence and marketing strategies with quantitative and qualitative rates with measurable outcomes.
8. We need to create on-boarding experience(s) around "aha" moments. A prime example would be partnering with the State Park to do re-enactments and maintain a consistent presence on the main street. The concept would be to ensure that activities at the State Park and the Mission filter into the Downtown in a significant way.
9. We need to create strategic alliances around tourism with Tour Bus Companies and create actionable moments. Revitalization must be accompanied by a reimagined and vibrant social atmosphere for locals that visitors would enjoy participating in. For example, some of the things that are in the planning stages through one of our partners will be a "Murder Mystery" for the City which will create a "buzz" and draw in new people to participate in functions. These types of events will bring

excitement as well as anticipation of things to come.

10. We have identified some funding sources to support our efforts; however, we need a Grant Writer in order to gain access to the additional funding options such as Grants, funding from City, County, State and Federal sources.
11. We would like to work with the San Juan Committee to identify marketing benchmarks in the effectiveness of our current marketing strategy. It would be great to have a facilitated retreat with the San Juan Committee and the SJB Business Association to create a cohesive and mutually supportive, unified strategy.

### **III. Community Relations and Resources subcommittee (3 members):**

- A. Role and Responsibilities: This subcommittee will look ways to enhance the SJB Community with relationships and resources necessary to support the health, safety and well-being of City residents and business owners/employees, including creative placemaking, parks and recreation, business and resident collaborative groups, active transportation support amenities, the arts, security (connections with the safety committee) and health and wellness community and neighborhood activities and events. Appointed Members: Teresa Lavagnino, Kim Calame, Darlene Boyd; Previously Appointed Members: Rosa Velez (resigned); Kristina Hastings (resigned); Stephanie Correia (appointed to Business Development and Retention subcommittee)
- B. Subcommittee Report Summary:

Community Engagement This report reflects the work lead by the Community Resources sub- Committee of EDCAC. The committee is apprised of three volunteers from within the SJB community that strive to facilitate a process leading to a community- driven community recreation program. Rather than reformat the report delivered to the EDCAC and approved, the Community Relations and Resources Report is Attachment 1, as submitted.

The work of this subcommittee focusses on the health of residents and employees via recreation as a means of enhancing quality of life and establishing San Juan Bautista as a desirable place to live and invest in the future (see the attached subcommittee full report).

### **RESOURCES CONSIDERED BY EDCAC**

- GoBiz: Governor's Office Of Business Development

[Business Forum CALOSBA - YouTube](#) (January 11, 2023)

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- Comprehensive Economic Development Resilience Fund (CERF): See initial EDCAC presentation [2022 February 16 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)
- Retail Strategies Inc.: See EDCAC presentation September 21, 2022 [2022 September 21 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)
- California Main Street (Main Street USA): See EDCAC presentation October 26, 2022 [2022 October 26 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)
- San Benito County Economic Development Corporation Comprehensive Economic Development Strategy (CEDS) See September 21, 2022 [2022 September 21 EDCAC \(Economic Development Citizens Advisory Committee\) - YouTube](#)

### **EDCAC AFFILIATED MEMBERSHIPS**

Affiliated Memberships Various subcommittee members are also involved in other economic development initiatives and organizations as follows:

- Leslie Jordan and Stephanie Correia: EDCAC liaison to San Benito County Comprehensive Economic Development Strategy (CEDS) Steering Committee;
- Fran Fitzharris, Leslie Jordan: San Juan Bautista Business Association (501C3) (Formerly San Juan Committee / San Juan Bautista Community Business Association)
- Heliena Walton, Patricia Bains: San Juan Bautista Business Association (501(c ) (3); Discover San Juan Bautista (501(c )(6) in process)
- California Main Street (CAMS): The City is a member of California Main Street as a basic member. Sub members with access : Darlene Boyd, Leslie Jordan, Heliena Walton (in addition to Don Reynolds, with Brian Foucht as Main Street membership lead)

- San Benito County Economic Development Advisory Committee (now combined with the SBC EDP): the SJB EDCAC is formally established as an ex-officio member. An EDCAC liaison has not been assigned.
- The City is a member of California Association for Local Economic Development (CalED) with free individual member access to webinars. CalEd programs include [California Academy for Economic Development - CALED](#); AND [Local Economic Advisory Program \(LEAP\) | edacademy.org](#)

**EDCAC Report 2022-23**

**Attachment 1**

**San Juan Bautista Economic Development  
Citizens Advisory Committee**

**Community Relations & Resources Sub-committee  
2022-23 Annual Report**

**San Juan Bautista  
Community Recreation Project  
Dream, Develop, and Deliver!**



# The Benefits are ENDLESS!

Community Recreation builds Healthy Communities!  
It improves the "Quality of Life"  
within its community.

The benefits of Community Recreation  
reaches community members of all ages and cultures.

Parks and Recreation programs bring  
opportunities for tourism.

Quality recreation programs invite new families and  
business to a community.







## SUMMARY

The City of San Juan Bautista, Ca. hosts a population of 2,086. To address local issues, an Economic Development Citizens Action Committee (EDCAC) was developed.

This report reflects the work lead by the Community Resources sub-Committee of EDCAC. The committee is apprised of three volunteers from within the SJB community that strive to facilitate a process leading to a community-driven community recreation program.

# INTRODUCTION

## DREAM

A unique opportunity to “dream” what we as the citizens want in a community recreation program.

## DEVELOP

Create values, systems, and funding opportunities tailored to meet our foundational needs through ongoing community engagement.

## DELIVER

Provide a sustainable community recreation program that will benefit the community of San Juan Bautista.



Figure 1

# DREAM

## DREAM Priorities

- Engage our community
- Partner with businesses
- Build relationships
- Analyze existing programs



## ADDED PRIORITIES

- Engage with youth
- Connect with advocates
- Develop partnerships and sponsorships
- Explore Multi-agency Use Agreements, (school district, County, non-profits, etc.)

## Agendas

### DREAM Meeting 1

#### Agenda

- Introductions
- Meet and Greet
- Activity Brainstorm
- Survey
- Wall Exercise

## COMMUNITY ENGAGEMENT

Community engagement is essential to building support for developing a community recreation program. As a small community, our physical and structural resources that are available for recreation programming are limited. By leveraging the support of the community through engagement, we can benefit from a variety of individual, non-profit, commercial and government resources.

## MEETING 1

Our first meeting hosted 18 people from a variety of backgrounds. We talked about the benefits that a community recreation program can bring to a community. We brainstormed the recreational activities that people were looking for in our community. We also developed a big idea form that anyone could complete. These were available at a variety of locations around SJB. In summary, we want it all!

In introductions, each person introduced themselves and talked about how recreation programs have influenced their lives. There were a variety of different recreation interests, including sports, music, fitness, wellness, aquatics, field trips, camps, free programs, events, and more. We also discussed:

### “How Community Recreation can benefit a community?”

- Connects and brings a community together including the Mission, the School District, and local and regional business partners.
- Improves the health and wellness of people within the community.
- Provides skill-building and socialization in a positive environment.
- Delivers life-long learning opportunities.
- Can support local social problems (drug use, mental health, nutritional support, builds confidence, obesity, etc.)
- Provides positive activities for all ages.
- Builds economic development through events, programs, and activities.
- Recreation provides a conduit for Social Equity through free and reduced fee programs.
- Connects communities with local business through sponsorships/partnerships.
- Increases tourism.
- Escalates economic development.
- In recreation, sportsmanship matters.
- Recreation can work with other agencies to provide services, (Meals on Wheels, Shuttle services, etc.)
- Celebrates Cultural Events.

## **DREAM Meeting 2**

### **A g e n d a**

- Introductions
- Brainstorm Results
- Survey Results
- Focus Groups Q1-4

Next, each person completed a survey and added activities to our wall exercise. Large poster paper was placed on the wall with categories of recreation activities, and participants listed activities/programs in which they were most interested.

For the next two meetings, we had a nice mix of new people and returning supporters. Below, you will see a summary for each meeting. Please refer to Addendum pages for the survey results, which includes activities listed during a wall exercise. Also, see the discussion notes regarding each focus group questions.

## **DREAM Meeting 3**

### **A g e n d a**

- Introductions
- Review Meetings 1 and 2
- Results of Focus Group Questions 1-4
- Focus Groups Q5-8

## **MEETING 2**

In this meeting, about a third of the attendees were also at the first meeting, We had a total of 19 attendees. We reviewed the results of our activity brainstorm, and we reviewed the results of the survey and the ideas collected in the Big Idea form. We had a solid variety of interests represented in this meeting and a strong interest to get some going as soon as possible. There were community members that have been at each meeting and representatives that can connect us with sponsorship/partnership opportunities.

## **MEETING 3**

We had 17 attendees at this meeting, many of them were new and leaders within their organizations. In this meeting, we had several new advocates including representatives from the city council, the school district, non-profit leaders, and state parks. We provided a summary of all our meetings and reviewed the results of focus group question 1-4. Then, we divided into focus groups and completed discussion for focus group questions 5-6. Finally, we asked for volunteers to help us develop systems, programs and administrative policies and processes.

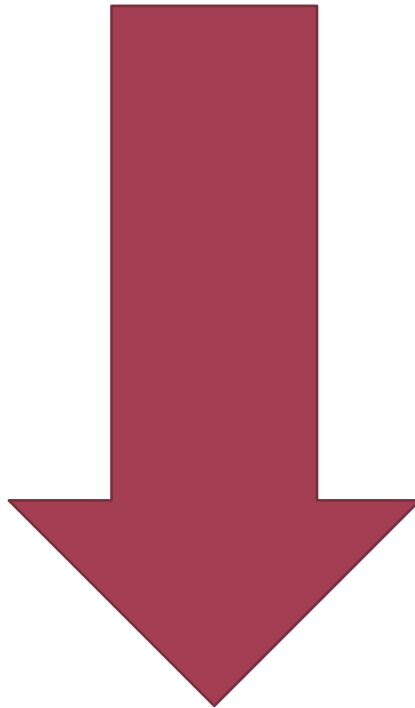
**THROUGH THESE MEETINGS AND THE  
SUPPORT OF OTHER GROUPS IN TOWN,  
WE HAVE COLLECTED AN INVENTORY OF  
PROGRAMS, CONTACTS, AND  
ADVOCATES.**



The first phase of the Community Recreation Project was to connect and to create engagement opportunities with people that see the benefits that come with community recreation. While we identified “Dream” as the “first phase”, that doesn’t mean the dreaming ever stops.

We will always seek input and feedback throughout all our processes as we move toward the next phases,

**DEVELOP, then, DELIVER!**



## WHAT CAN SOCIAL EQUITY LOOK LIKE IN SAN JUAN BAUTISTA COMMUNITY RECREATION?

**“It is a right, not just a privilege, for people nationwide to have safe healthful access to parks and recreation...regardless of income level, ethnicity, gender, ability or age.”** Cities across the nation are beginning to incorporate the value of social equity into their parks and recreation planning.

Free and reduced fee-based programs and activities are strong components on the path to social equity in recreation.

## Social Equity in Recreation

Providing access to parks and recreational opportunities to all members of a community is a critical opportunity for enhancing social sustainability within a community. Parks promote physical activity and promotes mental wellness in addition to decreasing crime rates. In local governments across the nation, consideration of social equity in parks and recreation operations lie on a broad spectrum. The Department of Parks and Recreation at the City of Sacramento, California has its own sustainability plan based on the Triple Bottom Line principle including social equity. This strategy is something we should explore in the Develop Phase.

In other communities, public service-oriented leadership strives to provide low or no cost recreational programs to allow greater access.

We must address these concepts as a foundation to building our Community Recreation Program.



## DEVELOP

We are now recruiting volunteers/advocates to build program priorities, foundations, and schedules, and to help develop an administrative structure and processes with the city, develop funding strategies, and meet with potential partners and sponsors.

Once we recruit support, we will start working through all the steps necessary to building a community recreation program. Our next meeting will be April/May.

**Recreation  
makes  
life  
Better.**



## DELIVER

Feedback has been consistent. People want to get something going so our community can see it and get excited about new recreational opportunities for the SJB community.

While we have some serious work in developing our values, infrastructure, administrative processes, volunteers and staff recruitment, there are programs that we can start very soon.... the low hanging fruit. We will collate all the existing programs and work to promote them by season/quarter and send them to the community through an eblast.

To deliver a sustainable community recreation program, we need to think out of the box! We need to ask for more than we think we deserve and be creative in developing sustainable funding strategies while attaining strong partnerships and sponsorships. We can build our own unique model.



## The Little Town that could, should, and will...

Phase 2 and 3, Develop and Deliver, will and can go hand in hand. We can develop as we go.

It will be a process, but with patience and support from our community, our local and regional government leadership, schools, and our business community, we can design an organically-grown, unique, sustainable, robust community recreation program for all ages.



# Next Steps

- Establish task forces consisting of interested parties, including local and regional volunteers, local non-profits, and city leadership. Each committee becomes one of three task forces:

## **Program Taskforce, Administrative Taskforce, Strategic Funding Task Force.**

- Develop clear, sustainable funding strategies.
- Identify potential corporate and sponsorship opportunities. Make contact. Develop levels of sponsorship packages.
- Collaborate with organizations that support and provide existing sports, arts, and other recreational programs to bring them under one umbrella. Identify summer programs to develop an eblast.
- Collaborate with School District to involve kids in this process. Connect with school leadership to develop school contest to develop artwork and tagline for a Community Recreation logo.
- Collaborate with school leadership to create programs for youth and teens, such as Youth Alliance, Teen Council, etc.
- Build facility inventory and identify gaps.
- Build a sustainable scholarship fund.
- Explore partnerships with local and regional.
- Collaborate with city leadership to develop systems that support registration, accounting, policies, and procedures.
- Develop Joint-Use Facility Agreements with the School District, State Parks and Hollister Parks and Recreation.
- Plan strategies to keep some activities free and/or reduced.



## CEDS: Recommended Projects

- Complete Luck Park Plan-Expand library
- At Luck Park, add Senior Center with catering kitchen, meeting rooms, and multi-purpose classrooms attached to Library. Add Visitor Center at Luck Park to better interpret the story of SJB.
- Use funding strategies to expand the High School Campus to include a full-service Community Recreation Center and Community School programs to bring a Recreation/Education hub to the community, including a Technology Center. If not, explore a stand-alone Community Recreation Center.
- Support a Multi-Modal Hub that would increase tourism and support Community Recreation and Events.
- Splash Pad-Verutti Park, Abbe Park, or property near Washington/Lang.
- More restrooms to support events and community
- Downtown Revitalization
- Skatepark
- Dog Park
- Active Transportation Plan



## The End...and the BEGINNING!



Parks and Recreation is more than just fun and games. It becomes the heartbeat of a community and provides a conduit to skill building, arts, improved health, wellness, sports, events, and socialization for all ages! Community Recreation raises the quality of life within a community, and it increases opportunities for tourism, and local businesses.

**“If change is to be, it’s up to you and me.”**

**“Dreams are simply goals with wings.” Charles Jordan, Parks, and Recreation**



## The BENEFITS ARE ENDLESS!



# **Addendum**

**An informal Survey includes a list of suggested activities/programs**

**Focus Group Questions and Answers**

**Community Engagement Flyers Examples**

**Task Force Recruitment letter**

**An Informal survey to determine priorities. Each X represents an answer for an individual.**

**1. Do you reside in San Juan Bautista?**

Yes - X X X X X X X X X X X-11

No - X X X-3

**2. Do you currently own, operate or volunteer for any organization that offers recreational programming in San Juan Bautista?**

*Please list:*

None

Not Yet

ASJUSD

Scouts

Battle Barn Games

Anza Trail Volunteer

R.E.A.C.H San Benito Parks Foundation

Jr. Giants

Soccer

EDCAC

GoBIZ (Funding)

Pinnacles National Park Partnership

**Who, in your household, would be participating in programs? (Check all that apply)**

- ☐ Children under age of 5 - X X X
- ☐ Children between 6-10 - X X X
- ☐ Children between 11- 15 X X X X
- ☐ Teens/Young adults between 16-20 X X
- ☐ Adults 21-30 - X X X X X
- ☐ Adults 31-40 X X X
- ☐ Adults 41- 50 X X
- ☐ Adults 51- 65 - X X X X X X X
- ☐ Adults 66 + X X X X X X
- ☐ Person(s) with a disability X (! yes, please), X

**Are there any parks, recreation, or cultural activities that you or members of your household would like to see offered in San Juan Bautista that are not currently available? List as many as you would like.**

Justice, Equity, Inclusion, Access

Judo, Intro extension of Watsonville Judo Club

Dog Park

Walking Trails in Town

Walking Club

Art & Wine

Singles Events  
Couples Events  
Kids Waterpark  
Festivals  
Splashpad  
Aquatic programs  
Indoor park  
Music  
Dance  
Art  
Interactional Activities  
Skate Park - X  
Basketball courts,  
Tabletop Gaming  
Board Gaming  
Robotics  
STEM programs  
STEAM Programs  
Game Nights  
Luck Park Plan  
Community Garden  
Culinary Arts  
Theater  
Biking  
Chess Club  
Bonsai  
Yoga  
Senior specific wellness programs  
SJB Youth/Teen Commission  
Camps-themed, school breaks for holidays, spring breaks and summer camps.  
Transportation to out of town facilities for field trips.  
Adult Leagues-All sports

**What programs would you be interested in? (Check all that apply)**

Children/young adult team sports

- ☐ Craft/Fiber Art/ cooking activities - X X X X X X X
- ☐ Fitness/wellness activities - X X X X X X X X X X
- ☐ Recreation for people with disabilities - X X X X
- ☐ Life-time sports (e.g., hiking, pickleball, climbing) - X X X X X X X X X
- ☐ Arts/music programs (i.e., art, theater or music lessons - X X X X X X X
- ☐ Adult team sports - X X X X X X X X
- ☐ Special Interest (i.e., Table games, gardening, self-improvement - X X X X X X X X
- ☐ Educational programs (e.g., tutoring, English as a second language classes, STEM, STEAM) - X X X X X X X
- ☐ Childcare (afterschool, preschool, summer, and holiday break camps) - X X X X X X X
- ☐ Technology programs (i.e., computer fluency lessons - X X X X X X X X X
- ☐ Family activities (i.e., movie night, Indoor Park, Game nights) - X X X X X X X X X X
- ☐ Senior programs - (i.e., social activities, health, and wellness activities) X X X X X X X X
- ☐ Other (please specify)

**3. Would you be willing to pay a fee to participate in programs offered through the Recreation Department?**

- ☐ Yes - X X X X X X X X X X
- ☐ No - X

**Comments:** Budget-friendly, please

**7. Do you participate in recreational activities offered in other cities?**

- ☐ Yes - X X X X X X X X
- ☐ No - X X X

**8. If yes, which programs have you participated in and in which city have they been located?**

**Where?**

Swim

Santa Cruz

Capitola Bay Area Gaming Events

Historical Park

Regional Park

FPOA

Watsonville Bonsai Club

Hollister Recreation

Elkhorn Slough

SJB Life Drawing Group

7<sup>th</sup> & 8<sup>th</sup> grade basketball

**9. How would you like to learn about future Community Recreation planning? (indicate all that apply)**

☐ Emails - X X X X X X X X

☐ Flyers in school backpack - X X X

☐ Newspaper - X X X X

☐ Public access television - X

☐ Recreation information fair - X X X

☐ Recreation website - X X X X X X

☐ Social media - X X X X X X X

☐ Other (please specify) - X

EDCAC

**10. Do you support the development of a SJB Community Recreation Program?**

Yes -X X X X X X X X X

Comments - Absolutely!, Definitely

No - zero responses



## Focus Group Questions 1-4

The bullets listed under each question reflect the combined notes taken from multiple discussion groups. Repeated or similar listings indicate answers from more than one person.

1. **Prioritize our service priorities. What are the benefits of recreation for each group. Why or why not ...do we need to set priorities?**
  - Priorities determined by money and resources
  - Find funding through grants
  - Social, learning, Health, and Fun
  - Look for city support to provide more access
  - Take care of land, transportation, equipment
  - Mental and physical health, community support
  - Data collection
  - Open space
  - **Youth and Teen**-keep them active and engaged and off the streets
  - **Adults**-Time off from kids & parents, health, and Wellness activities
  - **Seniors**-Keep active and engaged
  - **People with disabilities**
  - **Notes: Naming opportunities for Big Farm/Business**
  - Money from: True leaf, Taylor Farms, Coke, Willis, Granite Rock,
  - **Strada Verde**-get them to build a community center for P&R to serve senior programs, sports, fitness, classroom space, connected to outdoor space.
  
2. **What are local community issues, with any age group, that we can address through recreation programming. How can we best address immediate needs while working through the bigger picture?**
  - Social/community engagement with good leadership
  - Limit bullying-provide community support for team building and skill building (building relationships)
  - Provide training for community to work together and leadership skill building
  - Health and Well-being
  - Gathering spaces
  - Volunteer screenings
  - P&R can identify and show where more attention is needed.
  - A year-round, diverse recreation program
  - Utilize the resources we in town to create recreation programs and a schedule
  - Collaboration and communication city and school district-all public money
  - Human Resources
  - Transportation
  - Accessibility
  - Inclusion
  - Vacant lots
  - Identify programs that don't need money-knitting, walking, pick-up basketball, Indoor park

**3. What values are important to sports programs: How do we establish a value surrounding sportsmanship and other bad behaviors from participants and spectators?**

- Encourage participation
- Team building
- Leadership
- Community support
- Behavior contract
- Teach sportsmanship
- Competitiveness
- Self-motivation
- Fun
- Develop mission statement
- Set protocols-Program and Individual activity
- Spectators with bad behavior-no tolerance-eject them

**4) What would the administrative structure look like in a SJB Community Recreation program? Is there a parks and recreation committee> Recreation Coordinator, Special event Coordinator? Both? Who would manage them?**

- Parks and Recreation Director FT or PT
- Parks & Recreation Coordinator
- School staff-sports to get credit for coaching
- City would manage them
- Volunteered-Require background checks
- Funded, paid positions
- Volunteers are important, sometimes hard to sustain
- Partner support San Benito County support
- CM Asst ➡ ACM ➡ Parks and Recreation Coordinator
- Create Parks and Recreation Commission

## Focus Group Questions 5-8

Our third community engagement meeting participants were divided into 4 groups to discuss and to initiate discussion on important topics needed to develop a Community Recreation program. Below, you will see the combined results of discussion for each group for questions 5-8.

### **5) How can we work with local businesses to support community recreation? Talk about ideas for developing partnership relationships?**

- Work with local business to teach students about the business: Provide hands on experience such as, What it takes to run a business, fashion design, ask business to be a part of teaching skills.
- Have a career fair, Rent a dad or mom program, Big Brother, Big Sister programs, Mental Health resources.
- Collaborate with SJB Business Association
- Ask for donations from local groups. Ex: El Camino Produce-funded soccer.
- Recruit/collaborate with parents who are business owners.
- Tech companies-Employee sponsorships
- Bring business to school programs such as afterschool to enrich content.
- Luna Gallery can off a space for studio art.
- Business Grant programs
- Partner with small business of large organizations
- Plan outcomes: Who, What, when, where, and Why.
- Business mentoring and fundraising opportunities
- Appeal-share the why
- Grant writing and story-telling
- Find seed money, tap the community, leverage community interest.
- Government support-Local and regional
- Offer different levels of support of stakeholder investment with opportunity to buy in.
- Identify Point person or liaison to connect with lead person at agency.
- Collaborate utilizing Chamber Mixers, Events Networking/ San Juan Committee/ SJBBA
- Sponsorships-Go Big!
  - Ag. Businesses, State Parks, Hildebrand, Foundations-Shawn Herrera, Libraries
  - And local Artisans
- Host Lunches for: jobs, skill sets, building, artisans, agriculture

### **6) What funding strategies can we start now as “seed” money? How can we fund community recreation without becoming an unsustainable burden to our community.**

- Paid Classes-Sip and Donate
- Beer Garden
- Carnival-Dunk the Principal
- Game Nights-Pay to Play-Adults: Chess, Backgammon, Cards, Bingo
- City Sponsored Pickleball Tournament
- Restaurant Week-A % will go to fund.
- Tourism brings visibility and helps business and would fund percentage
- Kaiser Foundation

- San Benito Health Center
- Afterschool Aces-60 students
- Sustain partnerships with school Youth Alliance
- Non-profit average X three years to sustainability
- Rotary, Veterans, R.E.A.C.H, Historical Society
- Fiscal sponsors in exchange for media/marketing
- Grant writing
- Innovative-new approach
- Youth Advocates
- San Benito Foundation
- Social Media Fundraising
- Communication is the challenge
- QR codes Direct Mail/ Email Blast/Social Media
- Events Calendar
- Create Campaigns
- Annual Crab Feed-Unduplicated
- Creative and innovative, per quarter
- Charter Fund provides sustainable funding
- Marketing/ Tourism- for Recreation @ 5 year term
- Music Festivals
- Jasper Movie Festival

**7) Scholarship programs are generally based on the free lunch income guidelines. How do we ensure that we keep fees affordable for everyone in SJB. Can/ Should we establish some fresh programs for our community.**

- Non-profits
- Yes
- Skill building with Seniors
- Asking for donations-sending letters out
- Volunteer Parks and Recreation tax
- Grants
- Mentorship opportunities/skill building with referred cohort (employee development)
- Peer mentorship
- Volunteer hours
- Reduced/free lunch to incentivize participation
- Community Service hours
- Provide opportunities for corporate and organizations
- Community members to sponsor
- Exchange: Annual appreciation event
- Free=for everyone, community supported, consistency, sustainability
- Yes
- Soccer partners w/other (insurance \$10 because in the umbrella)
- Kids only pay \$100 for soccer and there is a need for scholarships

**8) What are your thoughts in developing a small parks district with other local communities. Is that the direction we want to go... or...do we just do what we can with our limited resources? Should we do our own thing...and partner with Hollister on some programs, aquatics, sports leagues, etc.**

- City Leagues
- Recreation Coordinator
- Recreation Commission
- We reach out to Hollister pool program
- Horse Play-Aromas
- Community Garden
- Azevdo - Family Non-profit
- Stay within the San Juan Community
- Expand for growth (Hollister and other communities)
- Partners-Create Special District/Property tax vote
- Go with Aromas or not if you want the city to run it and not have a special vote
- Partner with Hollister for Aquatics
- Buses to Gilroy/ Hollister
- Hollister Aquatics-non-profit



You are invited to a series of "Think Tank" Discussions to talk about  
"Community-based" Resources/ Programs & Events/

Please join us to dream/ define/ develop & deliver  
what we want in our community/

Each meeting will build from the previous meetings.

**Mark** your calendars and be a part of planning  
SJB Community-based programs.

Hosted By Economic Development Citizens Action Committee

**Dates:** October 20    November 9    January 29

**Location:** VFW, 58 Monterey St

**Time:** 6-Spm

For more information, contact:

Brian Foucht <ACM-CDDirector@san-Juan-Bautista.ca.us

831-623-4661 X20 Office

831-207-5430 Cel

# San Juan Bautista Community Recreation Think Tank!

Join engaged SJB community members to  
“Dream, Develop, and Deliver” a  
grassroots Community Recreation Program

Thursday, January 19  
6-8pm

VFW Post, 58 Monterey St

RECREATION Makes Life BETTER!

Builds Confidence

Quality of Life

IMPROVE HEALTH and WELLNESS

Access

Socialization

SKILL Development

Ignites

Economy

ACTIVE

PLAY

Connect to Nature

Inclusion



## DRAFT Recruitment letter for Task Force members.

Dear Friends of the Community Recreation Project

My name is Kim Calame and many of you have shown interest or have participated in our effort to create a Community Recreation program. We have made good progress. We have hosted three community engagement meetings that included residents, business owners, school leadership, non-profit leadership, state parks, and local government representatives. In addition, we have surveyed and discussed what members of the community want to see in a Community Recreation program, and we have developed a mechanism for individuals to give us their “Big Ideas”. Finally, we have had great discussions on key topics that will impact how we approach Community Recreation programs. You may remember our tagline: Dream, Develop, Deliver! We have been dreaming since October 2023 and now we are moving to the next phase, Develop.

There are only three of us on the Community Resource Committee facilitating this project. We need your time, your knowledge, and your energy to keep our momentum moving forward to make this a reality. We have three groups that will be meeting to start working through programming priorities, administrative structures, policies and processes.

### **The first task force is the Programming Committee, led by Teresa with my support.**

Identify low hanging fruit-look at Youth, Teen, Adult (Bring existing programs together to promote)  
Discussion: Transitioning existing programs under a Parks & Recreation umbrella  
Develop 1<sup>st</sup> quarterly eblast to provide recreation program information for existing programs by quarter  
Teen Council  
Develop behavior contract  
Develop participant waiver  
Develop registration process for new recreation  
Identify available spaces by quarter Fall, Winter, Summer, Spring Volunteer  
Guidelines/Recruitment strategies/Background check

### **The second taskforce is Administration Development, led by Kim and Darlene, who will take the lead on the Strategic Funding Task Force with my support.**

Identify Administrative Reporting Structure  
Research current city policies/permitting rules for park/facility usage  
Meet with students  
Work with city to develop systems (program registration, website, FaceBook, GoFundMe, etc.)  
Develop SJB Community Recreation Report  
  
Identify potential grants, sponsors and partners and make contact  
Work with grant writer to identify project scope, etc.  
Develop a presentation package for funding support  
Connect with SBC P&R Foundation (represent)  
Present to Rotary other local agencies

Of course, this isn't EVERYTHING! Each working committee will prioritize, research, and work together to develop different areas. We need people that are currently active and/or that are interested in recreational programs. We need people that represent a variety of our community's needs. We also need folks with administrative and managerial background, and we need people who can get excited about developing funding strategies.

**Join us to making our Community Recreation Project a reality!** Please give us your time! Once we get a list of interest, we will survey everyone for the best times to meet. If you are interested in any level of participation, please reply to this email with indicate which area, Programming or Administrative Development/ Funding Strategies. Make sure I have the email that you want for communication and a phone number.



Sincerely, Kim Calame

**This report reflects information gathered by community members, non-profit and for-profit representatives, and Community Recreation advocates.**

**A BIG Thank you for your input and support!**

**EDCAC/Community Resource Committee/ Dream, Develop, and Deliver Community Recreation Project**



**CITY OF SAN JUAN BAUTISTA**  
**ECONOMIC DEVELOPMENT CITIZEN ADVISORY COMMITTEE BYLAWS**  
**Adopted January 6, 2023**

**A. POWERS AND DUTIES**

The Economic Development Citizens Advisory Committee (EDCAC) is established pursuant to Attachment “A” of City Council Resolution 2021-74 and the respective members thereof shall perform the duties and activities described therein in order to accomplish the limited objective of recommending economic development strategies to the City Council.

The EDCAC may establish ad hoc committees. The EDCAC shall establish roles and responsibilities of any such committee deemed necessary by the EDCAC to accomplish the duties and complete the activities described in Attachment “A” of City Council Resolution 2021-74.

**B. MEMBERSHIP**

The EDCAC shall be established with eleven (11) voting members. Membership requirements and considerations include the following established via City Council resolution 2021-74:

1. Members shall reside, operate a business within, have gainful employment with, or be involved in a substantial, meaningful way with entities whose mission and activity includes education, social services, health services, historic preservation activities, culture and the arts.
2. Members shall take an interest in issues associated with economic development, business development, resiliency, the arts, culture, historic preservation, recreation and public education.
3. Members may have special knowledge, expertise, or skills related to economic development, business operation, public private partnerships including finance, federal state and local economic development programs.
4. Members may also have special knowledge or experience in the arts and culture, education, recreation, transportation or other qualifications related to economic development. Special knowledge, skills, or expertise is not mandatory for appointment to the committee.

In addition to membership requirements stated above, members shall review the City of San Juan Bautista Code of Ethics established by the City Council via Resolution 2018-17.

**C. APPOINTMENTS**

Appointments to the EDCAC shall be made by the City Council based on review of applications submitted on the City of San Juan Bautista standard application form.

**D. TERMS**

The Terms of the Committee members shall be as set forth in City Council Resolution 2021-74.

#### **E. OFFICERS AND ROLES**

1. The Chairperson shall be selected by the membership, from among the membership, to serve a one-year term.
2. The Chairperson shall preside at all regular meetings of the committee and may delegate duties to the members, subject to the approval of the Committee.
3. The Vice Chairperson shall serve in the capacity of the Chairperson in his or her absence, and shall assist the Chairperson in fulfilling his or her duties as requested.
4. A Recording Secretary shall keep a true record of minutes of all Committee meetings to be presented to the Committee for approval at the following regular meeting. The Committee may delegate this function to a City staff person. Minutes and any recordings shall be posted to the City's website.

#### **F. MEETINGS**

1. The EDCAC shall typically meet monthly at a time and place established by the EDCAC and shall meet at least once quarterly.
2. Meetings shall be conducted in accordance with Roberts Rules of Order.
3. EDCAC meetings and communications shall be subject to the Brown Act, California Government Code Section 54950 et. seq.
4. Consistent with Powers and Duties Ad hoc sub-committee meetings of less than a quorum of the full membership of the committee may be held as needed to research and compile information to apprise the EDCAC. Such meetings shall not be subject to the Brown Act requirements.
5. Any member of the EDCAC who has a conflict of interest on any item before the EDCAC shall announce on the public record the nature of the conflict, vacate his/her seat, and recuse themselves from discussing and voting on said item.

#### **G. QUORUM**

A majority of the members of the committee shall constitute a quorum. A quorum is necessary at a regular meeting of the EDCAC for any action to be taken. In the event that there is no quorum, any discussions which are held by those assembled shall be regarded as informal and meeting minutes will not be prepared.

#### **H. ATTENDANCE**

An EDCAC member who is absent without excuse from two (2) regular meetings of the Committee in a six (6) month period shall automatically forfeit his/her position.

Absences will be deemed excused if the Chairperson receives notification in advance of the meeting and identifies the member as excused in the minutes of the meeting during which the absence is noted.

### **AMENDMENTS**

Amendments to these bylaws may be initiated at any EDCAC meeting, to be voted upon not sooner than the next regularly scheduled meeting. Bylaws shall not conflict with the City Code or other Council approved policy, rule, or regulation.

Recommendation of any amendment shall require a majority vote of the Committee members.

Upon approval by the EDCAC, these bylaws and future amendments to these bylaws, shall take effect immediately.



## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT**

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**DATE:** JULY 18, 2023

**DEPARTMENT:** CITY MANAGER

**FROM:** DON REYNOLDS

**BY:** DON REYNOLDS

**TITLE:** APPROVE THE AMENDED AGREEMENT WITH THE CITY OF  
HOLLISTER FOR DOMESTIC WASTEWATER TREATMENT  
AND DISPOSAL

### RECOMMENDED MOTION:

A motion is sought to approve the attached Amended Agreement for Domestic Wastewater Treatment and Disposal (“Agreement”) with the City of Hollister.

### RECOMMENDATION:

Approve a Resolution authorizing the Mayor to execute the Amended Agreement for domestic wastewater treatment and disposal with the City of Hollister.

### EXECUTIVE SUMMARY:

On May 16, 2023, the City Council adopted Resolution 2023-35, and approved a 40-year Agreement to send its wastewater to Hollister for treatment and disposal. When the Hollister City Council considered approving the Agreement June 20, 2023, some Councilmembers were concerned that the quantity of wastewater to be sent during the 40-year term were not sufficiently defined. The manner by which the maximum volume was determined, and related size of the pipe and its inherent volume restrictions ensured. Hollister then approved the Agreement with the caveat that “not to exceed” yearly average be added to the Agreement’s Section IIIA “but not more than .43 Million Gallon Per Day (“MGPD”) yearly average. The City engineering team and author of the Wastewater Master Plan (Akel Engineering) adopted in 2020, concur that adding this provision and amending the Agreement is not detrimental in any way to the intent of the Agreement or San Juan Bautista. The Agreement has been received executed by Hollister as Amended and presented in the attached proposed Resolution for the City Council approval.

## BACKGROUND AND DISCUSSION:

Staff's May 16, 2023 staff report provides a detailed background of this Agreement. The proposed change adding a cap of .43 MGD is almost 2.6 times greater than the wastewater processed today, implying it can serve a city with a population of 5,600. The current general plan, or likelihood of future General Plans will not permit the City to grow at this rate in the next 40-years (almost 100 persons per year). The ten-inch pipe cannot convey more than the volume specified not to exceed, so in addition to the proposed contractual changes, the physical change to a larger pipe would be required. The proposed cap simply gives Hollister another measure of comfort that this Agreement does result in a reckless service.

It should also be reassuring to all citizens involved, the San Juan Bautista is prepared to its connection fee consistent with the current Hollister fee schedule in the amount of \$2.47 million dollars. And that it will pay more than \$40,000 per month to treat and dispose of the City's wastewater. This is accomplished through grant and low interest loans, raising its sewer rates, and by savings experienced by decommissioning its own treatment plant.

By both Cities approving this amended agreement, the City of San Juan Bautista will be ready to award the contract to the lowest bidder, and start building the pipeline this summer. It is scheduled be completed in on year, June 30, 2024.

## ATTACHMENTS:

Proposed Resolution with the Amended Agreement with the City of Hollister for Domestic Wastewater Treatment and Disposal

**RESOLUTION NO. 2023- XXX**

**A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA APPROVING THE  
AMENDED AGREEMENT WITH THE CITY OF HOLLISTER FOR DOMESTIC  
WASTEWATER TREATMENT AND DISPOSAL**

**WHEREAS**, on October 6, 2020, the City Council held a Town Hall meeting to discuss its options for solving the City’s source water and waste water compliance issues; and

**WHEREAS**, 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”); and

**WHEREAS**, the Wastewater Compliance Project selected and approved by the US-EPA is defined as constructing a force main to export SJB’s domestic wastewater to the Domestic Wastewater Treatment Plant (“DWWTP”) owned and operated by Hollister; and

**WHEREAS**, Hollister and SJB wish to cooperate to ensure an adequate delivery of domestic wastewater to Hollister’s DWWTP and to provide the benefits, including the conservation of local groundwater from improved wastewater treatment, directly to all consumers; and

**WHEREAS**, on September 7, 2021, Hollister and SJB entered into a Memorandum Of Understanding (as amended “MOU”) regarding the Parties’ agreement for SJB to send domestic wastewater to Hollister, and the MOU was amended by Addendum No. 1 to the MOU dated April 4, 2022; and

**WHEREAS**, since the MOU was amended and adopted, the City has financed the \$18.7 million project, received approval of the 100% construction plans from the City of Hollister, County of San Benito, and the USDA, and after soliciting bids for the project is preparing to award the contract to build the SSFMPH; and

**WHEREAS**, the City has received, and complied with all California Environmental Quality Act (“CEQA”) requirements and all National Environmental Protection Act (“NEPA”) requirements, having the NEPA studies approved by the USDA, and publishing the CEQA Mitigated Negative Declaration in December 2021, without comment, and accepting all mitigation measures as described therein; and

**WHEREAS**, SJB and Hollister staff have negotiated a cooperative agreement to replace the MOU that was approved by the lender USDA, (Agreement for Domestic Wastewater Treatment and Disposal, “Agreement”), and on May 16, 2023, the City Council approved Resolution 2023-35 and sent the approved contract to Hollister for approval; and

**WHEREAS**, on June 20, 2023, the Hollister City Council considered the Agreement, and approved it with one amendment, changing Section III A. adding language concerning the volume of wastewater to be sent to Hollister capping the volume “but not more than 0.43 Million Gallons Per Day (“MGPD”) yearly average;” and

**WHEREAS**, this cap of .43 MGPD yearly average over a 40-year term of the Agreement, it is substantially higher than the .16 MGPD of wastewater generated today, is the maximum amount to be generated at buildout of the City over the next forty years, and in the foreseeable future; and

**WHEREAS**, the City of San Juan Bautista agrees with this amendment and recommends that the City also approve the Amended Agreement presented and attached to this proposed Resolution.

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

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. That CEQA required a Negative Declaration for the SSFMPH and this was completed December 14, 2021, filed with the County Recorder’s Office and the State Office of Planning and Research on December 17, 2021, and no comments or concerns have been received by the City, as said public comment period is now closed.
3. That it hereby adopts this Resolution and approves the attached Amended Agreement for Domestic Wastewater Treatment and Disposal.
4. It authorizes the Mayor to the sign the Amended Agreement for Domestic Wastewater Treatment and Disposal.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a special meeting held on the 18<sup>th</sup> day of July 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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Leslie Q. Jordan, Mayor

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Elizabeth Soto, Deputy City Clerk



## **AGREEMENT FOR DOMESTIC WASTEWATER TREATMENT AND DISPOSAL**

This AGREEMENT FOR DOMESTIC WASTEWATER TREATMENT AND DISPOSAL (the “Agreement”), effective as of June 20<sup>th</sup>, 2023 (the “Effective Date”), is made and entered into by and between the CITY OF HOLLISTER, a California municipal corporation (“Hollister”) and the CITY OF SAN JUAN BAUTISTA, a California municipal corporation (“SJB”). Hollister and SJB are sometimes individually referred to as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, SJB’s wastewater treatment plant was not designed to remove salt (e.g., sodium, chloride, and total dissolved solids) from its domestic wastewater, and SJB has for many years been unable to consistently meet local National Pollutant Discharge Elimination System (“NPDES”) permit limits controlling the release of these constituents by discharging treated effluent with constituent concentrations above the prescribed effluent limitations specified in SJB’s NPDES permit into a local waterway (No Name Creek);

WHEREAS, the United States Environmental Protection Agency (“USEPA”) issued an Administrative Order on Consent (the “AOC”) on August 20, 2020, requiring SJB to take all measures necessary to fully and properly comply with all terms and conditions of its NPDES permit or future NPDES wastewater permits issued to SJB by the Central Coast Regional Water Quality Control Board (“RWQCB”);

WHEREAS, on October 15, 2020, the SJB City Council adopted Resolution 2020-51 and approved the selection of various compliance projects to bring its water and wastewater systems into compliance and defined the “Compliance Project” that guides how and when SJB will reach compliance with the provisions of the AOC by June 30, 2024;

WHEREAS, the wastewater Compliance Project selected and approved by the USEPA is defined as constructing a force main to export SJB’s domestic wastewater to the Domestic Wastewater Treatment Plant (“DWWTP”) owned and operated by Hollister;

WHEREAS, the DWWTP was designed to serve the greater Hollister urban area, and has, and for the foreseeable future will have, the additional capacity to treat the wastewater generated from SJB;

WHEREAS, the diversion of an average rate of approximately one hundred sixty thousand (160,000) gallons per day of SJB’s domestic wastewater to Hollister’s DWWTP for eventual re-use as part of a multi-part water solution that will mutually benefit all San Benito County residents;

WHEREAS, by recycling and re-using the treated wastewater, the Sanitary Sewer Force Main to Hollister Project (“SSFMHP”) will further decrease the demand for groundwater, which

will help to conserve the groundwater resources in the region for other uses, including use during drought;

WHEREAS, the SSFMHP will provide SJB with a much-needed permanent solution to remedy its wastewater treatment issues and allow SJB to de-commission its aged wastewater treatment plant;

WHEREAS, Hollister and SJB wish to cooperate to ensure an adequate delivery of domestic wastewater to Hollister's DWWTP and to provide the benefits, including the conservation of local groundwater from improved wastewater treatment, directly to all consumers;

WHEREAS, on September 7, 2021, Hollister and SJB entered into a Memorandum of Understanding (as amended, the "MOU") regarding the Parties' agreement for SJB to send domestic wastewater to Hollister, and the MOU was amended by Addendum No. 1 to the MOU dated April 4, 2022;

WHEREAS, on September 30, 2022, the Local Agency Formation Commission of San Benito County ("LAFCo") confirmed that the SSFMHP is exempt from LAFCo approval pursuant to Government Code Section 56133 (e)(1); and

WHEREAS, the Parties are prepared to move forward with the SSFMHP and desire to memorialize their agreement for implementation of the same.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. WASTEWATER CONVEYANCE AND TREATMENT**

**A. Acceptance and Delivery of SJB Wastewater.** Pursuant to the terms and conditions of this Agreement, Hollister agrees to accept wastewater from SJB at Hollister's DWWTP and to treat and process such wastewater. SJB shall be responsible for delivering wastewater to Hollister's DWWTP influent sewer via a high-density polyethylene (HDPE) force main (the "Force Main") from the SJB wastewater treatment plant to a manhole upstream of the DWWTP pump station, as more particularly depicted in Exhibit A (the "Discharge Point").

**B. Construction of SSFMHP.** SJB agrees to be responsible for the construction of the Force Main at its sole cost and expense. SJB shall bear all costs for the design, permit approvals, and construction of the Force Main and shall be the sole owner of the Force Main. In the event of a wastewater spill from the Force Main, SJB shall be responsible for any related spill response, reporting, testing, and fines or penalties. Hollister has reviewed construction plans and drawings for the Force Main and has approved the same. The connection of the Force Main to the Discharge Point is subject to Hollister inspection. Upon completion of the connection of the Force Main to the Discharge Point, SJB shall conduct operational performance tests to ensure that all components of the connection of the Force Main to the Discharge Point are constructed to

Hollister's reasonable satisfaction. Hollister agrees to grant SJB all rights-of-way ("ROW") needed for the Force Main, including ROWs within currently-existing public ROWs held or managed by Hollister. Hollister also agrees to permit SJB to use a forty-two inch (42") casing pipe (the "Casing Pipe") owned by Hollister, which is installed across Highway 156 and is currently unused, but may be used for a future capacity expansion. SJB will be permitted to use this Casing Pipe unless and until Hollister requires the same for a future capacity expansion and confirms insufficient capacity exists for both Hollister and SJB to share the Casing Pipe. Upon final completion of the connection of the Force Main to the Discharge Point, Hollister shall inspect the Force Main connection to the Discharge Point, and shall either: (i) notify SJB in writing that the connection is acceptable as constructed; or (ii) if reasonable cause exists for doing so, notify SJB in writing that the connection is not acceptable as constructed, stating in detail the reasons therefor. Final acceptance of the connection of the Force Main to the Discharge Point shall not be achieved until Hollister has accepted the connection as constructed.

**C. Operation and Maintenance of SSFMHP.** SJB agrees to be responsible for the operation and maintenance of the Force Main at its sole cost and expense. SJB will make improvements as needed, at its sole cost, to accommodate the connection of the Force Main at the Discharge Point. SJB shall also be responsible for the management of the collection and conveyance of SJB's wastewater, up and until that wastewater reaches the Discharge Point.

**D. Warranty.** SJB warrants to Hollister all of the following: (a) construction of the SSFMHP shall conform in all material respects to the design approved by Hollister; (b) the SSFMHP as constructed shall meet Hollister and other relevant construction standards including standard engineering practice; (c) the construction of the SSFMHP shall be of a good quality, free from defects in workmanship and performed in a workmanlike and skillful manner; and (d) all materials and other items incorporated in such construction shall be new and of a suitable grade of their respective kind for their intended use, be free from defects in material and workmanship, meet the requirements of the design, and be free from any charge, encumbrance, lien or other security interest. This warranty shall last two (2) years from the time the SSFMHP first delivers wastewater to the DWWTP.

**E. Operation and Maintenance of DWWTP.** Hollister agrees to be responsible for operation and maintenance of the DWWTP at its sole cost and expense, subject to SJB's payment of fees pursuant to Article V below. Hollister shall also be responsible for the management of all SJB's wastewater from and after the time that such wastewater reaches the Discharge Point. In the event of a wastewater spill from the DWWTP or Hollister property after the Discharge Point, Hollister shall be responsible for any related spill response, reporting, testing, and fines or penalties.

**F. Reclaimed Water.** The Parties acknowledge and agree that the SSFMHP will contribute to the effluent flows at the DWWTP. Reclaimed water generated by the DWWTP from the SSFMHP offers a valuable resource for the region. Hollister shall own all reclaimed water generated from the DWWTP, including reclaimed water produced from the SSFMHP. Hollister shall receive all credit toward groundwater recharge.

## II. TERM

This Agreement shall continue from the Effective Date until the date forty (40) years after the date of the initial delivery (the "Service Start Date") of SJB's wastewater to the DWWTP via the Force Main (as extended, the "Term"). The Term shall thereafter automatically extend for up to four (4) additional periods of ten (10) years each (the "Extension Terms"), unless either party provides notice to the other of its desire not to extend the Term at least five (5) years prior to the expiration of the then-current Term. Following the expiration of the Extension Terms, this Agreement may be renewed or extended for such additional terms as may be mutually agreed upon by Hollister and SJB.

## III. QUANTITY AND QUALITY

**A. Quantity of Wastewater.** SJB shall be permitted to convey, and Hollister shall be obligated to accept one hundred percent (100%) of SJB's domestic wastewater flows during the Term. Hollister shall be responsible for ensuring that the DWWTP has sufficient capacity at all times to accept such quantity of wastewater from SJB. Notwithstanding the foregoing, the maximum domestic wastewater volume conveyed by SJB to Hollister will be limited to approximately eight hundred (800) gallons per minute ("gpm") and 1.2 million (1,200,000) gallons per day ("mgd"), but not more than 0.43 MGD (430,000) as a yearly average. To the extent that peak flows from SJB alone exceed eight hundred (800) gpm, excess wastewater will be stored in SJB's wastewater storage basins in order to limit flows to Hollister at or below eight hundred (800) gpm and 1.2 mgd. Flow diverted to storage will be sent to Hollister when peak influent flows have reduced to below eight hundred (800) gpm, up to 1.2 mgd on any given day.

**B. Quality of Wastewater; Monitoring.** SJB agrees that the export of SJB's domestic wastewater to Hollister shall not materially adversely impact Hollister's treatment process, its ability to use wastewater effluent, or its compliance with its Waste Discharge Requirements ("WDR") permit. Hollister will be added to the SJB Supervisory Control And Data Acquisition ("SCADA") system to allow Hollister the ability to monitor flows from the SJB system. SJB shall regularly monitor its wastewater quality with random sampling for biochemical oxygen demand (BOD), nitrogen (including Total N, Nitrate as N, Ammonia as N, Nitrite as N, and Total Kjeldahl Nitrogen as N), total dissolved solids (TDS), chloride, sulfate, sodium, and boron. SJB shall also have the ability to complete continuous, twenty-four (24) hour flow-proportional sampling on a regular basis. The results of such wastewater sampling will be shared with Hollister. If SJB's wastewater causes Hollister to exceed its long-term average limits for TDS, chloride, sulfate, sodium, boron, or any other limits prescribed in Hollister's WDR and such failure materially adversely affects Hollister, SJB shall correct the situation to the best of its ability and shall be responsible for any associated penalties issued to Hollister due to SJB's flows.

**C. Industrial Users.** SJB receives domestic wastewater from three (3) industrial users ("Industrial Users") beyond its incorporated boundary, pursuant to written agreements ("Industrial User Agreements") and San Juan Bautista Municipal Code Chapter 5-9 ("Uniform Wastewater Regulations"). SJB agrees to update and bring into current force and effect



agreements with all Industrial Users before any domestic wastewater from such Industrial Users is exported to Hollister. No modifications or amendments to the Industrial User Agreements shall be made, and no new Industrial Users shall be accepted, without the express consent or joinder of Hollister, which consent or joinder shall not be unreasonably withheld, conditioned, or delayed.

**D. Wastewater Treatment and Permit Compliance.** Hollister shall be responsible for treating and processing SJB's wastewater in compliance with Hollister's most current WDR permit, minimum State limits for domestic wastewater treatment, RWQCB requirements and all other applicable laws. Hollister shall also be responsible for any specialized treatment required to produce recycled or reclaimed water and for disposal by means other than reclamation. Hollister shall update the DWWTP Waste Discharge Requirements with the RWQCB to reflect the service arrangement set forth in this Agreement.

#### **IV. EMERGENCY EVENT**

The Parties shall coordinate responses to unplanned events that may impact the ability of Hollister to accept and treat wastewater from the SSFMHP. When either Party becomes aware of an issue that requires immediate attention to avoid operational impacts (each an "Emergency Event"), that Party shall:

- a. Investigate to identify possible sources of the issue within a reasonably prompt response time;
- b. If it is determined that the Party aware of the issue is the responsible Party, that Party shall mitigate the issue as necessary to remedy the issue;
- c. The Party aware of the issue shall immediately contact the other Party, regardless of which Party is expected to be responsible; and
- d. Until the responsible Party is agreed upon by SJB and Hollister, both parties shall remain engaged in finding a solution and working collaboratively to resolve any issues.

#### **V. COOPERATION AND INFORMATION SHARING**

The Parties agree to work cooperatively and in good faith to implement the SSFMHP. Each Party agrees to provide to the other all pertinent data, previous studies, and related information necessary for the design, construction, completion, operation, and maintenance of the SSFMHP.

#### **VI. FEES AND PAYMENTS**

**A. Connection Fee.** Prior to the Service Start Date, SJB shall pay Hollister a connection fee of Two Million, Five Hundred Forty Seven Thousand, Two Hundred Dollars (\$2,547,200) for the wastewater treatment service provided by Hollister pursuant to this Agreement (the "Connection Fee").

**B. Monthly Fees.** Hollister shall levy a monthly fee to SJB for treatment of its wastewater at a rate equal to the treatment portion of the rate assessed for “single family residential” in Hollister Resolution 2018-145, as the same may be amended from time to time. The treatment portion of the monthly rate shall be determined as the ratio of the single-family residential sewer treatment impact fee to the total sewer impact fee (treatment plus collection). For example, through June 30, 2023, the sewer impact fee treatment component is \$5,121.82 and the total sewer impact fee (treatment plus collection) is \$8,711.82, making the treatment component equal to 58.8% of the total. Multiplying this percentage by the current single family wastewater rate of \$80.38 results in a treatment portion of \$47.26. This treatment portion multiplied by nine hundred ninety-four (994) EDUs equals \$46,976.44 per month. Hollister will invoice SJB with a monthly flat rate and an annual “true-up” to occur each April for budget preparation purposes.

**C. Penalty for Non-Payment.** SJB’s payment in full of the monthly invoice shall be due and payable to Hollister sixty (60) days after the postmarked date on an invoice or the date of email if sent electronically to SJB (“Due Date”). Hollister shall send a secondary invoice to SJB for any bill not paid by the Due Date. In the event the invoice is past due more than one hundred twenty (120) days after the Due Date, Hollister may charge interest on any past due invoice at the rate applied to other Hollister customers, for every month or portion of a month that the past due amount remains unpaid; provided, however, in no event shall such interest rate exceed ten percent (10%) per annum.

**D. Addition of New EDUs.** New equivalent dwelling units (EDUs) connected to the SJB wastewater system after the Service Start Date shall pay the treatment portion of the Hollister’s then-current applicable sewer connection fee. Such fee will be collected by SJB and transmitted to Hollister each May 1st.

**E. Other Costs.** Each Party shall bear its own policy, technical, legal, and management costs related to this Agreement.

## **VII. COMPANION AGREEMENTS**

**A. Hollister Urban Area Water Supply and Treatment Agreement.** The existing Hollister Urban Area Water and Wastewater Treatment Agreement shall be amended by Hollister to include SJB under terms and conditions mutually agreeable to the Parties (“HUA Water Amendment”).

**B. San Benito County Water District Pipeline Agreement.** SJB shall finalize an agreement with the San Benito County Water District for the development, construction and operation of a water conveyance pipeline for the supply of treated water to SJB from the West Hills Water Treatment Plant (“SBCWD Pipeline Agreement”; together with the HUA Water Amendment, the “Companion Agreements”).

**C. ROW Agreements.** SJB shall secure all rights, including without limitation ROWs and encroachment permits, from the County of San Benito, Caltrans, or other parties

required for the construction, operation, and maintenance of the Force Main at SJB's sole cost and expense.

## **VIII. USDA LOAN REQUIREMENTS**

**A. USDA Concurrence.** The construction of the Force Main by SJB is being financed by a loan made or insured by, and a grant from, the United States of America, acting through the Rural Development of the United States Department of Agriculture. The provisions of this Agreement pertaining to SJB are conditioned upon the written approval of the State Director of Rural Development.

**B. Pledge of Agreement to USDA.** As part of the security for the loan provided by the USDA for the SSFMHP, SJB shall be permitted to assign its rights under this Agreement to the USDA. In the event of any occurrence rendering SJB incapable of performing under this Agreement, any successor of SJB, whether as the result of legal process, assignment, or otherwise, shall succeed to the rights of SJB hereunder.

## **IX. COMPLIANCE WITH CEQA/NEPA**

SJB shall be responsible for all environmental impact analysis and mitigation related to the SSFMHP. The California Environmental Quality Act ("CEQA") and National Environmental Protection Act ("NEPA") compliance for the SSFMHP has been completed.

## **X. NOTICES**

All notices sent pursuant to this Agreement shall be given in writing and shall be: personally served; sent by certified or registered mail, return receipt requested; sent by nationally recognized overnight delivery service; or sent by email. Such notices shall be effective upon actual service or delivery, or refusal to accept the same; provided, however, notices given by email shall be effective only if and when received by the party to be notified by 4:00 P.M. Pacific Time on a business day. Email delivery made after such time shall not be deemed effective until the following business day. The Parties shall be addressed as follows, or at any other address designated by such Party upon at least five (5) days' notice to the other Party:

CITY OF HOLLISTER  
David Mirrione  
Interim City Manager  
375 5th Street  
Hollister, CA 95023  
email: david.mirrione@hollister.ca.gov

CITY OF SAN JUAN BAUTISTA  
Don Reynolds  
City Manager  
311 Second Street  
PO Box 1420  
San Juan Bautista, CA 95045  
email: citymanager@san-juan-bautista.ca.us

## **XI. INDEMNIFICATION**

**A. Notice of Claims.** Any Party against whom any claim arising from or related to the subject matter of this Agreement is filed shall give prompt written notice of such claim to the other Party.

**B. Indemnification.** Each Party to this Agreement (as “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party and its officers, managers, agents, employees, affiliates and successors (collectively, “Indemnified Party”) from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses whatsoever, including without limitation attorneys’ fees and legal costs (“Damages”), suffered by the Indemnified Party and arising from the negligence, willful misconduct or breach of this Agreement by the Indemnifying Party; provided, however, such indemnification obligation shall not apply to the extent that any such Damages are caused by the negligence, willful misconduct or breach of this Agreement by the Indemnified Party.

**C. Limitation of Liability.** Neither Party shall be liable to the other Party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising solely from any act or omission of the other Party’s officers, agents, or employees.

## **XII. DISPUTES**

**A. Default; Cure.** The failure of either Party to perform its obligations under this Agreement, which continues for more than thirty (30) days after receipt of written notice from the other Party stating the existence and nature of such default, shall constitute a “Default”, unless the default cannot be cured in thirty (30) days, and in that event, if the defaulting Party fails to continuously and diligently remedy the default.

**B. Waiver.** The failure of any Party at any time or times to enforce or require performance of any provision of this Agreement shall in no way operate as a waiver or affect the right of such Party at a later time to enforce the same. No waiver by any Party of any condition or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any other breach of any term, covenant, representation or warranty contained in this Agreement.

**C. Equitable Remedies.** The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The Parties shall be entitled to all forms of equitable relief, including restraining orders, injunctions and specific performance to prevent breaches and to enforce specifically the terms and provisions of this Agreement in addition to any other remedy to which



they are entitled at law or in equity. The Parties waive any requirement for securing or posting of any bond in connection with the obtaining of any equitable relief.

**D. Cumulation of Remedies.** The Parties agree that in the event of a Default or breach of this Agreement, the Parties shall have all remedies at law or equity available to them, including specific performance and termination of this Agreement, and no remedy or election shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

**E. Attorney's Fees.** If any legal action is brought for the enforcement or interpretation of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose.

### **XIII. DISPUTE RESOLUTION.**

**A. Settlement by Mutual Agreement.** The Parties desire that this Agreement operate between them fairly and reasonably. If during the term of this Agreement a dispute arises between the Parties, or one Party perceives the other as acting unfairly or unreasonably, or a question of interpretation arises hereunder, then the Parties shall cause their respective representatives to promptly confer and exert their good faith efforts to reach a reasonable and equitable resolution of the issue. If the Parties' representatives are unable to resolve the issue within ten (10) business days, the matter shall be referred within two (2) business days of the lapse of such period to the Parties' responsible officers for resolution. No Party shall seek resolution by mediation of any dispute arising in connection with this Agreement until all Parties' responsible officers, who shall be identified by each Party from time to time, have had at least ten (10) business days to resolve the dispute following referral of the dispute to such responsible officers. If the Parties fail to settle such dispute within such period (including a failure to identify their respective responsible officers and make necessary referrals within such period), the provisions of Section XIII.B shall apply unless the Parties agree that the dispute is to be resolved according to the provisions of Section XIII.C.

**B. Mediation.** If a dispute under this Agreement is not resolved by the Parties pursuant to Section XIII.A, upon the request of any Party, the Parties shall try in good faith to settle the dispute by nonbinding mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. Unless otherwise agreed upon by the Parties, the mediation shall be held in San Benito County, California. Each Party will bear the cost and expense of preparing and presenting its own case, including its own attorney's fees and costs of witnesses. Payment of the mediator and other costs and expenses of the mediation will be divided equally on a per-Party basis.

**C. Litigation.** If a dispute under this Agreement is not resolved by the Parties pursuant to Section XIII.B within sixty (60) days from the date on which a Party first requested mediation, then either Party may seek to resolve such dispute through litigation.

#### **XIV. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements between the Parties with respect to that subject matter, including without limitation the MOU. This Agreement may only be modified or amended in a writing signed by both Parties.

#### **XV. INDEPENDENT CONTRACTORS**

This Agreement calls for the performance of the service of SJB and Hollister as independent contractors. No Party is an agent or employee of any other Party for any purpose and is not entitled to any of the benefits provided by any Party to its employees. This Agreement shall not be construed as forming a joint venture, partnership or any other association or agency among SJB and Hollister other than that of independent contractors.

#### **XVI. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws.

#### **XVII. SEVERABILITY**

If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

#### **XVIII. NO WAIVER**

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the Party making the waiver.

#### **XIX. COUNTERPARTS; ELECTRONIC SIGNATURE**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, but all of which when taken together shall constitute one agreement. Signatures hereon and upon any documents required to be executed by either Party in connection with this Agreement may, except to the extent original signed copies are required in connection with recording, be delivered by electronic mail and/or executed electronically by means of DocuSign or other similar computer software or applications, shall be valid and effective to bind the party so signing, and shall be deemed originals for all purposes.

#### **XX. EFFECTIVE DATE**

This Agreement shall be effective upon duly authorized execution by all of the Parties. It is the product of negotiation and, therefore, shall not be construed against any Party.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed, on the day and year first-above written.

CITY OF SAN JUAN BAUTISTA

CITY OF HOLLISTER

\_\_\_\_\_  
MAYOR LESLIE Q. JORDAN

  
\_\_\_\_\_  
MIA CASEY, MAYOR

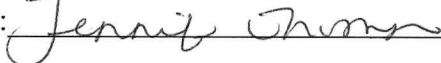
APPROVED AS TO FORM:

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

LOZANO SMITH ATTORNEYS AT LAW

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

By:   
\_\_\_\_\_  
JENNIFER THOMPSON, ASSISTANT CITY  
ATTORNEY

This Agreement is approved on behalf of Rural Development as of \_\_\_\_\_.

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

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

Title: \_\_\_\_\_



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

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**DATE:** JULY 18, 2023

**DEPARTMENT:** CITY MANAGER

**FROM:** DON REYNOLDS, CITY MANAGER

**TITLE:** RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SOUTH BAY CONSERVATION RESOURCES, LLC FOR THE PURCHASE OF CONSERVATION CREDITS TO MITIGATE THE UNAVOIDABLE, ADVERSE ENVIRONMENTAL IMPACTS CAUSED BY THE DECOMMISSIONING OF THE WASTEWATER TREATMENT PLANT AS A RESULT OF BUILDING THE CITY'S NEW SEWER FORCE MAIN PROJECT

### **RECOMMENDED ACTION:**

It is recommended that the City Council adopt the attached Resolution authorizing the Mayor to execute an agreement for the purchase of conservation credits to mitigate the adverse environmental impacts caused by the decommissioning of the wastewater treatment plant as a result of building the City's new sewer force main project.

### **BACKGROUND INFORMATION:**

*This matter was originally presented to the City Council as a discussion item November 15, 2022. This report is an update of that November report, this time of the purpose of mitigating the unavoidable environmental impacts of decommissioning the wastewater treatment plant after the connection to Hollister is completed.*

The City has been violating its treated effluent wastewater discharge permit (National Pollution Discharge Elimination System ("NPDES") Permit since 2007, by sending too much salt into a creek. Since 2019, the City has been committed to ending its permit violations.

Part of solving this problem is diluting its drinking water with imported surface water to reduce the amount of salt. The second part of solving the problem is sending its wastewater to the Hollister treatment plant instead of the creek where it will be recycled and used for agriculture irrigation, and decommissioning its wastewater treatment plant. These solutions were approved by the City Council in 2020, and subsequently approved by the EPA, and Regional Water Quality

Control Board. Collectively they are known as the “compliance projects.” The wastewater project is also known as the “sewer force main.”

The sewer force main has been designed, permitted, bid, a low bidder identified, with the award of the construction contract scheduled for the July 18, 2023 City Council meeting. During the environmental review process, United State Fish and Wildlife Services (“US FWS”) were consulted and the City’s consultant EMC Planning Group completed a biological study of the Force Main Project’s environmental impacts. The project is mostly located within existing County roads but will cross a few irrigation ditches and impact approximately 2,000 square feet of habitat. The decommissioning of the wastewater treatment plant will drain the two ponds, and eliminate the wastewater treated effluent discharge into the creek. These actions are unavoidable, and will adversely impact the habitat of two federally designated endangered species; the California Tiger Salamander (“CTS”) and the California Red Legged Frog (“CRLF”). Impacts must be mitigated, or “compensated for.”

The adverse impact to the Creek is unavoidable, but the City is required to compensate for it. The biological report suggests that water be maintained in the ponds and in the creek during breeding seasons after the plant is decommissioned. That biologists monitor the creek and ponds to assure the habitat is preserved in perpetuity. But the City has no acceptable source of water for this purpose. Its ground water is too salty for the creek. It is also expensive.

In cases where a mandated project (EPA compliance project, or force main to Hollister) will have unavoidable adverse impacts on the environment, the attached article from the U.S. Fish and Wildlife Service “Conservation Banking *Incentives for Stewardship*” describes an option that the federal government allows to compensate for the loss of habitat off-site.

**Conservation banks are permanently protected lands that contain natural resource values. These lands are conserved and permanently managed for species that are endangered, threatened, candidates for listing, or are otherwise species-at-risk. Conservation banks function to offset adverse impacts to these species that occurred elsewhere, sometimes referred to as off-site mitigation. In exchange for permanently protecting the land and managing it for these species, the U.S. Fish and Wildlife Service (US FWS) approves a specified number of habitat or species credits that bank owners may sell. Developers or other project proponents who need to compensate for the unavoidable or other project proponents who need to compensate for the unavoidable adverse impacts their projects have on species may purchase the credits from conservation bank owners to mitigate their impacts.**

This policy was established in 1995, and in that same year the State of California established a policy to promote regional conservation by encouraging “conservation banks” be formed to preserve existing habitats. As of 2011, 105 Conservation Banks have been approved in California by US FWS. As described in the US FWS article “compensation” occurs in the form of “Credits.”

#### **What are credits?**

**A credit is a defined unit of trade related to habitat or species of interest**

at the bank site. A credit may be equivalent to:

- (1) an acre of habitat for a particular species;
- (2) the amount of habitat required to support a breeding pair;
- (3) a wetland unit along with its supporting uplands; or
- (4) some other measure of habitat or its value to the listed species.

Methods of determining available credits may rely on ranking or weighting of habitats based on habitat condition and/or function, size of the parcel, or other factors.

The value of the credits are then used to pay for the biological monitoring required to make certain the habitats are being preserved. The US FWS regulates this activity closely. The option of buying credits to mitigate the environmental impact off-site appears to be the best and most practical approach to satisfying the elimination of habitat caused by the project and the decommissioning of the treatment plant.

In a Benito Link Article written by Leslie David July 21, 2018, titled “*Portion of Sparling Ranch is now conservation bank*” the concept of conservation banks was introduced to San Benito County. It describes the 8-year effort to establish this 2,000-acre wildlife conservation bank. “Credits” from this conservation bank were first used to compensate for the loss of habitat caused by the Santana Ranch development in Hollister. The credits available include the Red Legged Frog and Tiger Salamander, and are sold in one-acre habitat increments (option #1 above).

## **DISCUSSION:**

The attached Resolution includes the proposed “Agreement for Sale of Conservation Credits.” Recitals “A” through “F” describe how South Bay Conservation Resources LLC developed the Sparling Ranch Conservation Bank, which was approved in 2017, and that it is currently in good standing with the US FWS. They describe that the multi-species credits for the two endangered species that the City project will impact are part of the Sparling Ranch Conservation Bank habitat, included in the “Enabling Agreement.” Recital “D” describes the City as the “Applicant,” its project, “which would unavoidably and adversely impact” (“the endangered species”) “and seeks to compensate for the loss (“of habitat”) by purchasing conservation credits from the Bank Sponsor (South Bay Conservation Resources, LLC). Recital “E” describes that this application to purchase credits has been approved by US FWS (“the Department”).

Attachment “A” to the Agreement is the project description summarized in this report. On Page 2, it describes the “Mitigation Plans for Impacted Habitat.” “CRLF” and “CTS” are the acronyms for the two species (Frog and Salamander)

## Mitigation Plans for Impacted Habitat

The following table summarizes the mitigation credits required to offset the temporary and permanent impacts to CTS and CRLF breeding and upland habitats. Credits will be purchased at Sparling Ranch Conservation Bank.

**Table 1. Temporary and Permanent Impacts to CTS and CRLF**

Habitat and Impact Type	Acreage Impacted	Mitigation Ratio	Subtotal
Permanently Impacted Breeding Habitat (SJB WWTP Ponds, Crossings)	1.1	3:1	3.3
Temporarily Impacted Breeding Habitat (Crossings)	0.0 (rounded)	3:1	0
Permanently Impacted Non-Breeding Aquatic Habitat (No Name Creek, Adjacent Pond)	1.3	2:1	2.6
Permanently Impacted Upland Habitat (Pipeline Construction, WWTP Improvements)	0.07	2:1	0.1
Temporarily Impacted Upland Habitat (Pipeline Construction, WWTP Improvements)	1.8	1:1	1.8
Total			7.8

Acres impacted are in four categories. The mitigation ratios are intended to state that if an agency or developer is going to impact habitat, the agency is required to not just preserve the same area somewhere else, but more, at the designated ratios. For example, if you impact an acre of *breeding habitat*, then you need preserve 3 times that area at a recognized mitigation bank. Temporary impacts (Project staging areas) are a 1:1 ratio.

The 7.8 credits are the required approved number of credits needed to compensate for the impacts of the project. They cost \$60,000 per credit. This is how the cost is calculated at \$468,000. The \$468,000 cost of the Credits are included in the Project Budget as "Environmental Mitigation." It is required by the regulators and the USDA (funding the Project) that the City acquire these Credits before it breaks ground on the Project. The City cannot delay this decision any longer without delaying the USDA approval to award the contract.

Since the City Council's original consideration of this matter in November 2022, two other land banks have inquired. Neither have been approved yet by USFWS. Recent phone calls to them did not result in a return call.

**FISCAL IMPACT:**

The Project Budget includes a line item for \$468,000 environmental mitigation measures. The low interest loan (\$10 million, USDA, 2.5% interest) and three grants (\$8 million) raised to pay for the Project will include paying for this cost as well.

**ATTACHMENTS**

- 1- Resolution with Agreement and Project Description attached
- 2- US FWS Summary of Conservation Banks
- 3- Benito Link Article from July 21, 2018



## **RESOLUTION NO. 2023- XXX**

### **A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA ADOPTING A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF CONSERVATION CREDITS FROM SOUTH BAY CONSERVATION RESOURCES, LLC TO MITIGATE THE UNAVOIDABLE ADVERSE IMPACTS CAUSED BY BUILDING THE SEWER FORCE-MAIN TO HOLLISTER, AND THE DECOMMISSIONING OF THE WASTEWATER TREATMENT PLANT**

**WHEREAS**, for decades the City's drinking water source has been ground water from wells, that is notoriously "hard," high in minerals, and includes a high level of salt; and

**WHEREAS**, the high levels of salt are passed through the City's drinking water system to its wastewater treatment system, the wastewater system is not capable to eliminate salts, resulting in high salt levels being discharged into the creek; and

**WHEREAS** since 2007, the City has violated its National Pollution Discharge Elimination System Permit discharging too much salt into a creek; and

**WHEREAS**, on August 8, 2020, the City Council adopted Resolution 2020-42, and the City and EPA executed an Administrative Order on Consent ("AOC"), agreeing to resolve the City's NPDES violations by December 2023, setting forth a schedule by which certain milestones will be reached; and

**WHEREAS**, 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), the "Sewer Force Main Project," and West Hills Water Treatment Plant operated by the San Benito County Water District; and

**WHEREAS**, in September 2021, the City of Hollister executed an MOU and agreed to accept the City's wastewater, and the sewer force main to Hollister project is now completely designed, and is fully funded; and

**WHEREAS**, the creek that currently receives the treated effluent, is habitat to federally threatened California red-legged frog (*Rana draytonii*) and California tiger salamander (*Ambystoma californiense*), in accordance with section 7 of the Endangered Species Act of 1973, as amended (Act) (16 U.S.C. 1531 et seq.). ("threatened species"); and

**WHEREAS**, the City's decision to decommission its treatment plant will leave the ponds dry, and by removing the effluent from the creek will leave the creek dry, and adversely impact if not eliminate some habitat of the threatened species ("environmental impacts"); and

**WHEREAS**, before the Sewer Force Main Project can begin construction, the City must agree to the mitigation measures necessary to resolve the environmental impacts; and

**WHEREAS**, as described in the staff's report to the City Council November 15, 2022, the mitigation measure will compensate for the unavoidable adverse environmental impacts of the Sewer Force Main project will have on the threatened species, the City has the option to purchase conservation credits from a conservation bank to mitigate these impacts; and

**WHEREAS**, the attached is an agreement with South Bay Conservation Resources LLC, developer of the Sparling Ranch Conservation Bank ("Conservation Bank"); and

**WHEREAS**, the Agreement attached to the Resolution provides the details of this transaction, where the City has been authorized by the United State Fish and Wildlife Service ("Service") and the California Department of Fish Wildlife ("Department") to purchase 7.8 multi-species California tiger salamander and California red-legged frog credits ("Conservation Credits") from the Bank Sponsor to compensate for the impacts of the Sewer Force Main Project. The purchase price of 7.8 multi-species California tiger salamander and California red-legged frog credits are valued at \$468,0000; and

**WHEREAS**, it has been determined that this purchase of Conservation Credits will satisfy the California Environmental Quality Act ("CEQA") mitigation measures needed to offset the unavoidable adverse impacts to the environment when the City builds its force-main to Hollister and the wastewater treatment plant is decommissioned and ceases it disburse its effluent water into the creek; and

**WHEREAS**, the City Council agrees that this is the most efficient and cost-effective way to mitigate this unavoidable adverse impact and help preserve habitat for the threatened species, and agrees to purchase these Conservation Credits from South Bay Conservation Resources LLC, as provided for in the attached Agreement.

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

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. It understands that the sewer force main to Hollister and the decommissioning of the wastewater plant will cause an unavoidable adverse impact on the habitat of the California Tiger Salamander and the California Red Legged Frog.
3. To mitigate this impact, the City has one viable option to compensate for the loss of habitat, and that is to buy conservation credits from a "Conservation Bank."
4. South Bay Conservation Resources, LLC has developed the Sparling Ranch Conservation Bank, that is approved by the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife to offer conservation credits for sale as compensation for the loss of California tiger salamander and/or California red-legged frog habitat.

5. The City agrees to purchase 7.8 acres of these Conservation Credits to mitigate the adverse impact of building its fore-main to Hollister and decommissioning its wastewater treatment plant.
6. Authorizes the City Manager to execute the attached agreement in the amount of \$468,000 to make this happen.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a regular meeting held on the 18<sup>th</sup> day of July, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Leslie Q. Jordan, Mayor

**ATTEST:**

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Elizabeth Soto, Deputy City Clerk

Attachment- Agreement

## Agreement for Sale of Conservation Credits

Bank CDFW Tracking No. 1798-2013-08-R4, USFWS File No. 08EVEN-2014-B-0086

This Agreement is entered into this \_\_ day of \_\_, 2023, by and between South Bay Conservation Resources, LLC, a California limited liability company (Bank Sponsor) and City of San Juan Bautista (Project Applicant), jointly referred to as the "Parties," as follows:

### RECITALS

A. The Bank Sponsor has developed the Sparling Ranch Conservation Bank (Bank) located in Santa Clara and San Benito Counties, California; and

B. The Bank was approved by the U. S. Fish and Wildlife Service (Service) and the California Department of Fish and Wildlife (Department) on June 13, 2017, and is currently in good standing with the Service and the Department; and

C. The Bank has received approval from the Service and Department to offer California tiger salamander (*Ambystoma californiense*) and California red-legged frog (*Rana draytonii*) credits for sale as compensation for the loss of California tiger salamander and/or California red-legged frog habitat through the *Sparling Ranch Conservation Bank Enabling Agreement* (Bank Agreement); and

D. Project Applicant is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact California tiger salamander and/or California red-legged frog, and seeks to compensate for the loss of California tiger salamander and/or California red-legged frog by purchasing Conservation Credits from Bank Sponsor; and

E. Project Applicant has been authorized by the Department, File No. 2081-2022-033-04, USFWS File No. 08EVEN00-2022-0031493-S7 to purchase from the Bank Sponsor 7.8 multi-species California tiger salamander upland habitat and California red-legged-frog credits upon confirmation by the Bank Sponsor of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank Sponsor, and Bank Sponsor desires to sell to Project Applicant 7.8 multi-species California tiger salamander upland habitat and California red-legged-frog credits;

### *Now, therefor, the parties agree as follows:*

1. Bank Sponsor hereby sells to Project Applicant and Project Applicant hereby purchases from Bank Sponsor 7.8 multi-species *California tiger salamander upland habitat and California red-legged-frog* credits for the purchase price of \$468,000. The Bank Sponsor will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check or, at the option of Bank Sponsor, wire transfer of funds according to written instructions by Bank Sponsor to Project Applicant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank Sponsor shall monitor

and make reports to the Service and Department on the status of any Conservation Credits sold to Project Applicant. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by the Service, Department, and other state or federal jurisdictional agencies.

4. The Conservation Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise his/her/its right to purchase the Conservation Credits within 20 days of the date of this Agreement. After the 20 day period this Agreement will be considered null and void.

6. Upon purchase of the credits specified in paragraph D above, the Bank Sponsor shall submit to the CBRT Members listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service and/or Department File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

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

BANK SPONSOR:

**South Bay Conservation Resources, LLC, a California limited liability company**

By: Stonecreek Properties, LLC, a California limited liability company

Its: Manager

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

(Michael Anderson, Vice President)

PROJECT APPLICANT:

City of San Juan Bautista

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

(Don Reynolds, City Manager)

UNITED STATES FISH AND WILDLIFE SERVICE:

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE:

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

Exhibit “A”

**Project Description:**

See Attachment

[Project Location: San Juan Bautista Wastewater Treatment Plant, Pipeline Route, Hollister Wastewater Treatment Plant (Department File No. 2081-2022-033-04, USFWS File No. 08EVEN00-2022-0031493-S7), San Benito County, California]

Exhibit "B"

**BILL OF SALE**

Contract #SRCB-22-07

Bank CDFW Tracking No. 1798-2013-08-R4, USFWS File No. 08EVEN-2014-B-0086

Project Applicant Service No.: Department File No. 2081-2022-033-04, USFWS File No. 08EVEN00-2022-0031493-S7

In consideration of \$468,000 receipt of which is hereby acknowledged, *South Bay Conservation Resources, LLC, a California limited liability company (Bank Sponsor)* does hereby bargain, sell and transfer to City of San Juan Bautista (Project Applicant), 7.8 multi-species California tiger salamander upland habitat and California red-legged-frog credits in the *Sparling Ranch Conservation Bank* in Santa Clara and San Benito Counties, California, developed, and approved by the U. S. Fish and Wildlife Service and California Department of Fish and Wildlife.

Bank Sponsor represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Bank Sponsor covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

**South Bay Conservation Resources, LLC, a California limited liability company**

By: Stonecreek Properties, LLC, a California limited liability company

Its: Manager

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

(Signature)

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

(Name and Title)



Exhibit "C"

Sparling Ranch Conservation Bank

CDFW Tracking No. 1798-2013-08-R4, USFWS File No. 08EVEN-2014-B-0086

**MULTI-SPECIES CREDITS  
(CALIFORNIA TIGER SALAMANDER AND CALIFORNIA RED-LEGGED FROG):  
PAYMENT RECEIPT**

**PARTICIPANT INFORMATION**

Name / Contact: City of San Juan Bautista  
Address: P.O. Box 1420  
San Juan Bautista, Ca  
Telephone: 831-623-4661 x14

**PROJECT INFORMATION**

Project Description: San Juan Bautista Wastewater Treatment Plant, Pipeline Route,  
Hollister Wastewater Treatment Plant  
Service/Department File Number: Department File No: 2081-2022-033-04  
Other Agency File Number(s): USFWS File No.: 08EVEN00-2022-0031493-S7  
Species/Habitat Affected: Multi-species California tiger salamander upland habitat and California  
red-legged-frog  
Credits to be Purchased: 7.8  
Payment Amount: \$468,000  
Project Location: San Juan Bautista  
County/Address: San Benito County

**PAYMENT INFORMATION**

Payee: South Bay Conservation Resources, LLC, a California limited liability company

Payer: City of San Juan Bautista

Amount: \$468,000

Method of payment: Cash \_\_\_\_\_ Check No. \_\_\_\_\_ Money Order No. \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_ Title: \_\_\_\_\_

# San Juan Bautista to Hollister Sewer Force Main Project Description

The project includes repurposing San Juan Bautista's existing Wastewater Treatment Plant (WWTP) influent pump station and development of a new 10-inch diameter high-density polyethylene (HDPE) force main that would carry sewage from the San Juan Bautista WWTP to a manhole just upstream of the Hollister Domestic WWTP influent pump station ([Figure 1, Location Map](#)).

## Influent Pump Station and WWTP Storage

The City's current average dry weather flow (ADWF) is approximately 160,000 gpd (gallons per day) with an estimated build-out ADWF of 420,000 gpd. A new primary pump station will be constructed that will house three submersible pumps which will serve as the primary pumps to convey city wastewater to the Hollister Domestic WWTP. The three primary submersible pumps will be nearly capable of conveying peak hour wet weather flows through the intermediate planning horizon (2035). The existing San Juan Bautista WWTP influent pump station will be repurposed to house two submersible pumps which will serve as the emergency storage pumps for peak flow shaving during extreme wet weather events. The existing San Juan Bautista WWTP ponds will be converted to emergency storage basins. The lower pond will be lined in the future to serve as an equalization basin when the build-out peak-hour wet weather flows are realized. Two sump (i.e., drain) pumps will be available to support the storage function of the existing ponds. The remaining existing facilities will be decommissioned (existing pumps, aerators, filters, and ultraviolet disinfection equipment).

## Force Main

The proposed route runs the new force main inside the existing, unused 18-inch gravity sewer in San Juan Bautista north for about 0.43 miles until it reaches the northwest end of Caetano Place. From there the proposed 10-inch, 6.97-mile main route is along First Street, where it crosses No Name Creek to Prescott Road, where it crosses a drainage near the True Leaf Farms agricultural processing facility and turns east on San Justo Road. At Lucy Brown Road, the route turns south for a short length before running east again on Duncan Road. At Bixby Road the route turns south and then turns east on Freitas Road. The route then turns north on Mitchell Road until it reaches the southeast border of the Hollister Domestic WWTP site. The route then follows the southern border of the Hollister Domestic WWTP percolation ponds until crossing State Route 156, through an existing 42-inch casing pipe under the highway, heading further east until it terminates at the Hollister Domestic WWTP existing influent manhole. The proposed route is almost entirely in

public rights-of-way. [Figure 2, Proposed Route and Staging Area Parcels](#), illustrates the proposed route of the sanitary sewer force main.

The area of impact for the force main will include a trench width up to three-feet wide and will be seven to eight feet deep along most of the route, and up to 15-feet deep where it will be placed within the existing 18-inch sewer line. Once the force main has been placed, the full drive lane will be repaved. During construction, it is likely that more than a three-foot wide area would be disturbed, though most of the disturbed area will be in the existing lane and road shoulder. Where the route crosses water features, pipe bridges will be utilized.

The proposed main improvements will be primarily within the County road rights-of-way, which is generally 40 to 60 feet. Agricultural crops or other improvements within the rights-of-way will not be disturbed.

In addition to the impact area, six staging areas have been identified along the route. These staging areas are located on active agricultural fields or equipment storage areas devoid of native vegetation. Staging areas will be a small portion of the overall parcel, as shown on [Figure 2, Proposed Route and Staging Area Parcels](#). Based on field surveys and a review of aerial photographs, the staging areas are not considered potential breeding or upland habitat due to the distance between the staging areas and any known breeding or grassland habitats and ongoing intensive agricultural activities.

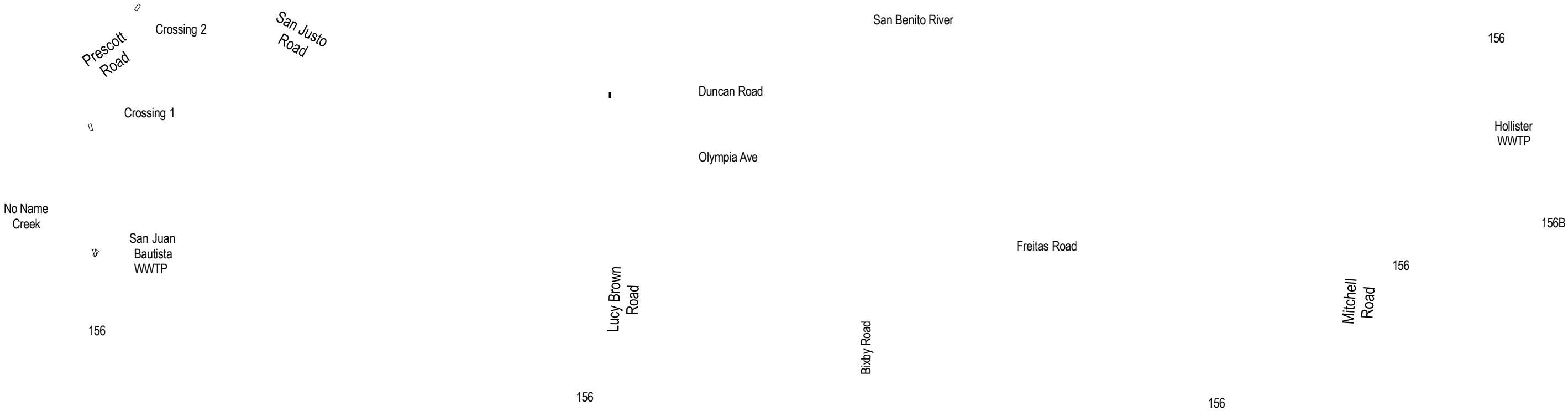
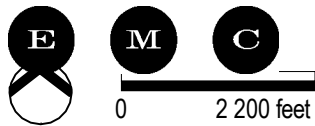
## Mitigation Plans for Impacted Habitat

The following table summarizes the mitigation credits required to offset the temporary and permanent impacts to CTS and CRLF breeding and upland habitats. Credits will be purchased at Sparling Ranch Conservation Bank.

**Table 1. Temporary and Permanent Impacts to CTS and CRLF**

Habitat and Impact Type	Acreage Impacted	Mitigation Ratio	Subtotal
Permanently Impacted Breeding Habitat (SJB WWTP Ponds, Crossings)	1.1	3:1	3.3
Temporarily Impacted Breeding Habitat (Crossings)	0.0 (rounded)	3:1	0
Permanently Impacted Non-Breeding Aquatic Habitat (No Name Creek, Adjacent Pond)	1.3	2:1	2.6
Permanently Impacted Upland Habitat (Pipeline Construction, WWTP Improvements)	0.07	2:1	0.1
Temporarily Impacted Upland Habitat (Pipeline Construction, WWTP Improvements)	1.8	1:1	1.8
<b>Total</b>			<b>7.8</b>





HDPE Forcemain - 7.0 mi



Source: ESRI 2022, Stantec 2022

Staging Area Parcels Staging



Figure 2

Areas

# Proposed Route and Staging Area Parcels

San Juan Bautista to  
Hollister Sanitary  
Sewer Force Main  
Project





## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT**

---

**DATE:** JULY 18, 2023

**DEPARTMENT:** CITY MANAGER

**FROM:** DOUG PIKE, CITY ENGINEER (MNS)

**BY:** JERRY SANGUINETTI, DEPUTY PUBLIC WORKS DIRECTOR (MNS)

**TITLE:** ACCEPT THE 2022-23 PAVEMENT MANAGEMENT PROGRAM PROJECT IMPROVEMENTS, WHICH INCLUDE STREETS, CURB AND GUTTER, SIDEWALK, AND ADA COMPLIANT RAMP, AND RELEASE ALL RETENTIONS AND PERFORMANCE BONDS TO MCKIM CONSTRUCTION

### RECOMMENDED MOTION:

A motion is sought to approve a Resolution accepting the 2022-23 pavement management program project improvements, which include streets, curb and gutter, sidewalk, and ADA compliant ramp, and release all retentions and performance bonds to McKim Construction and close the project.

### RECOMMENDATION:

Staff has reviewed, and the City Manager and City Engineer recommend that the City accept the 2022-23 pavement management program project improvements, which include streets, curb and gutter, sidewalk, and ADA compliant ramps, and release all retentions and performance bonds to McKim Construction.

### EXECUTIVE SUMMARY:

A requirement for the use of local transportation fund Measure G is to adopt a comprehensive Pavement Management Plan that prioritizes systematically, the needs for street repairs in the City. This is the City's first project of this kind, that addressed work needed on 11 City streets. The project was estimated to cost \$1.4 million, and the final cost (not including CSG design) is \$1.36 million as follows:

PMP 22/23	Final Cost
Construction	\$ 1,285,728
Const Mgmt	\$ 28,920
Engineering/Project Mgmt	\$ 19,041
Inspection	\$ 25,665
Total	\$ 1,359,354

The improvements have been proven to meet City standards, and are recommended for acceptance allowing the retention and performance bonds be released to McKim Construction and close the project.

#### BACKGROUND:

On October 18, 2022, The City Council Approved a resolution awarding a public works construction contract in the amount of \$1,313,985.80 to McKim Corporation to construct the 2022-23 Pavement Management Program Project which will remove and replace damaged and deteriorated roadway, construct new curb and gutter, remove and replace existing, damaged curb and gutter, install new sidewalks, retrofit existing pedestrian ramps, remove and replace striping and pavement markings, and perform necessary utility adjustments at various locations throughout the city.

In addition, due to advanced deteriorating pavement conditions, the contract was modified by Change Order #1 to include additional milling to remove more of the existing paving. Also included in Change Order #1 was the deletion of all work on 7<sup>th</sup> Street and any micro surfacing portion of the project to help offset additional milling costs. Church Street had two locations which required modifications to the original grades which required two Time and Materials(T&M) work orders to modify curb and gutter grades to correct functional use for drainage and vehicle clearances.

The project included the following work:

1. 2" Milling and dig outs, 2" edge grinding, 2" AC Overlay
2. Restriping of all Overlaid streets
3. Installation of new and replacement of damaged curb, gutter, and sidewalk
4. New and replaced, ADA compliant ramps.

#### Final Budget accounting is as follows:

Original Contract Amount:	\$1,313,965.40
CO#1 2" Addition of 2" milling area	\$57,909.24
CO#1 Remove all work on 7 <sup>th</sup> Street and Micro Surfacing (including Associated Striping)	- \$102,602.68
T&M Work Order #1	\$2,461.00
T&M Work Order #2	<u>\$13,994.81</u>

Total Final Contract Amount: **\$1,285,727.77**



Summary Approved Contract Change Orders and T&M Work:

CCO #1 Due to extreme weather conditions which exacerbated the deterioration of existing pavement conditions, the original contract requirements for milling were insufficient and prompted a contract modification to include an additional 85,000 square feet of milling at a 2-inch depth to remove further deteriorated paving. To offset the additional milling required to provide stable substrate for the 2-inch asphalt concrete overlay, all work on 7<sup>th</sup> Street was deleted and the Micro Surfacing and associated striping in the area was deferred in order to prevent project cost overruns. Micro surfacing was subsequently deleted from the contract altogether with the understanding that in doing so, and with the necessary addition of CCO #1, that the overall contract would remain near the amount originally awarded and potentially avoid a possible claim from the contractor. This resulted in a near net zero overall cost which is accounted for in line-item quantities. The final cost of the 2-inch milling item added by this change order was **\$57,909.24**. The final savings achieved by removing micro surfacing (including associated striping) and all work on 7<sup>th</sup> Street amounted to **\$102,602.68**.

T&M Work Order 1: Additional work was needed to correct a design deficiency. The original curb and gutter alignment at the mobile homes on Church Street were going to trap water behind the new curb and gutter. The grades and alignment needed to be modified to provide positive drainage from the site into the new curb and gutter. This work was accomplished by implementing a Time and Materials (T&M) work order for **\$2,461.00**.

T&M Work Order 2: Additional work was required on upper Church Street to adjust curb and gutter grades to accommodate the steep existing driveway slope and allow for functional vehicle clearance. This was accomplished by implementing a Time and Materials (T&M) work order for **\$13,994.81**.

Summary of Contract Project and Construction Management

- *Project Management* by MNS began in late October 2022 and included advertising, Bid Analysis, Award, contract signing and project initiation. This cost paid to MNS for these services was \$19,041
- *Construction Management* was performed by MNS Engineers, Inc. This effort included responses to requests for information, submittal review, document management, conflict and plans interpretation and conflict resolution, and change orders and project close-out. The expected final cost for these services paid to MNS is \$28,920.
- *Project Inspection* was initially started by CSG Inc. but was quickly assumed in February 2023 and finished by MNS Engineers, Inc. This change was associated with the change in City Engineer. This effort included Field inspection and review, coordination of noticing and public communications and resolution of conflicts. This cost paid to MNS for these services was \$25,665

The City holds a 1-year maintenance bond that shall remain in effect for 1 year from the time of acceptance.

The City's CM and inspection consultant (MNS Engineers) worked with the contractor to redesign the project in a manner that would efficiently utilize the available funding to ensure and extend the longevity of the roadway and secure the highest pavement management index score possible.

#### ACCEPTANCE OF PUBLIC IMPROVEMENTS

The City Engineer has inspected all improvements and is satisfied that they have been completed in a professional manner and recommends the city accept the improvements, release the construction bond(s) as appropriate, and authorize release of progress payment retention and payment of a final invoice.

#### FISCAL IMPACT

All costs of developing and constructing the Pavement Management Improvement Project will be from funds budgeted and allocated for this purpose from the programmed Regional SB1-(RMARA and STWP) Funds, Special Measure G Local Transportation Funds, and Gas Tax Funds.

#### ATTACHMENTS:

Resolution

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION ACCEPTING THE SAN JUAN BAUTISTA PAVEMENT  
MANAGEMENT PROJECT IMPROVEMENTS, COMPLETED BY MCKIM CO.,  
WHICH IMPROVEMENTS INCLUDE REMOVE AND REPLACE DAMAGED AND  
DETERIORATED ROADWAY, CONSTRUCT NEW CURB AND GUTTER, REMOVE  
AND REPLACE EXISTING, DAMAGED CURB AND GUTTER, INSTALL NEW  
SIDEWALKS, RETROFIT EXISTING PEDESTRIAN RAMPS, REMOVE AND  
REPLACE STRIPING AND PAVEMENT MARKINGS**

**WHEREAS**, the City of San Juan Bautista has funds budgeted and allocated for from programmed Regional SB1- (RMARA, & STWP) Funds, Measure G Local Transportation Funds (LTF), Gas Tax Funds, and

**WHEREAS**, the City contracted with McKim Co. for construction of the pavement improvements for \$1.3 million; and

**WHEREAS**, the work was contracted for and completed in compliance with the State Public Contract Code, and the City's procurement procedures set forth in section 2-8-050 and 2-8-100 of the Municipal Code; and

**WHEREAS**, All work as authorized in the Contract and subsequent change orders was inspected, corrections made as necessary and completed within the requirements of the plans and specifications of the contract; and

**WHEREAS**, The contractor has provided a 1-year Maintenance Bond for said improvements; and

**WHEREAS**, City Staff recommend the City Council accept the improvements constructed by McKim Co. and authorize the release of the final invoice for retention, and release the performance bonds.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of San Juan Bautista that:

1. The City Council hereby accepts the improvements constructed by McKim Co.
2. The City Manager is authorized to approve the final invoice and release of 10% retention withheld from previous invoices submitted by the McKim Co.; and
3. The City Manager is authorized to release any portion of the construction bond(s) as appropriate upon satisfaction of the Contractor's legal responsibility.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista, at a regularly scheduled meeting of the City Council held on the 18<sup>th</sup> day of July, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

---

Leslie Jordan, Mayor

**ATTEST:**

---

Elizabeth Soto Deputy City Clerk



## **CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT**

---

**DATE:** JULY 18, 2023

**DEPARTMENT:** CITY MANAGER

**FROM:** DON REYNOLDS

**BY:** DON REYNOLDS

**TITLE:** APPOINT A CITY ATTORNEY AD-HOC SELECTION  
SUBCOMITTEE

### RECOMMENDED MOTION:

Approve the attached proposed Resolution appointing two councilmembers to a City Attorney Ad-Hoc Selection Committee and approve the selection process outlined in the attached Request for Proposals ("RFQ").

### RECOMMENDATION:

It is recommended that the City Council consider the City Attorney Selection Process proposed in the attached RFQ, approve or amend it, and appoint two Councilmembers to a City Attorney Ad-Hoc Selection Subcommittee to screen the responses received, bring forward to the whole City Council for consideration, and upon having selected a firm, the Subcommittee will disband.

### EXECUTIVE SUMMARY:

A scan of the Municipal Code for "City Attorney" brings forward no specific definitions for the position, or the selection process. But Section 2-2-105 of the Municipal Code, states clearly that the selection and appointment are not made by the City Manager, but by the City Council. The Wellington Law Firm has represented the City for more than a decade, and the current representative announced his retirement May 15, 2022, to occur in mid-August. The attached RFPQ was released June 30<sup>th</sup>, 2023, to expedite the recruitment for a new law firm to represent the City. If after review July 18, the City Council requests that it be amended, then an addendum to the RFQ will be issued.

### BACKGROUND:

As a contract city with now 12-fulltime approved positions in the Budget, the City relies on several contractual services, that include the City Attorney. Every City has a wide variety of legal services that need to be carefully and mindfully addressed by solid legal advice;

Community development, CEQA, risk management, human resources, and contract to name a few. The City is fortunate to have the same firm representing it for more than a decade. But as of May 15, 2022, when Robert W. Rathie submitted his letter of Resignation, the City is in position to search for a new law firm.

The City Attorney reports to the Council. A selection system needs to be established that allows all of the City Council to participate. As is done with appointing the City Manager, and Planning Commissioners, it is recommended that a two-member ad-hoc committee be established to screen the responses received, and recommend a short list to the City Council for the purpose of interviewing prospective qualified firms.

FISCAL IMPACT:

The City budgets \$55,000 annually for legal services. For special disciplines like water and wastewater issues, special legal counsel is retained and paid from these enterprise funds.

ATTACHMENT:

Proposed Resolution w/RFQ

**RESOLUTION NO. 2023- XXX**

**A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA ESTABLISHING A  
CITY ATTORNEY AD-HOC SELECTION SUBCOMMITTEE**

**WHEREAS**, Municipal Code Chapter “2-2-105 Chief executive.” States that “The City Manager shall be the chief executive of the City government under the direction and control of the Council except as otherwise provided in this ordinance. He/She shall have authority over all other officers and employees except the City Clerk, City Treasurer and City Attorney.”; and

**WHEREAS**, the Municipal Code does not otherwise define or describe the role or duties of the City Attorney, but implies that it is appointed by and answers directly to the City Council; and

**WHEREAS**, the current City Attorney has announced his retirement in August of this year, and the City Manager has drafted a Request for Proposals (RFP) to solicit a new City Attorney or law firm to represent the City; and

**WHEREAS**; in the RFP, it describes the selection process for a new City Attorney to include a two-member Ad-Hoc Committee of the City Council to review proposals from interested qualified firms or individuals that wish to be considered for this appointment, a possible interview with the whole City Council to decide on a law firm or individual that would best fit the City, and make a recommended appointment to fill the vacancy; and

**WHEREAS**, the RFP was reviewed by the City Attorney and published June 30, 2023 to accommodate his retirement in August, and it can be amended by addendum following the July 18, 2023 City Council consideration, if changes are necessary; and

**WHEREAS**, the City Council has reviewed and approves this selection process; and

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

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. That it hereby approves the City Attorney Selection Process described in the RFP.
3. It appoints Councilmembers \_\_\_\_\_ and \_\_\_\_\_ to serve on the City Attorney Ad-Hoc Selection Subcommittee.
4. That the Subcommittee will consider every and all qualified applications to fill this vacancy, and return to the City Council with a recommendation for interviews that includes the whole Council in making a final appointment decision.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a special meeting held on the 18<sup>th</sup> day of July, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Leslie Q. Jordan, Mayor

**ATTEST:**

---

Elizabeth Soto, Deputy City Clerk





**REQUEST FOR QUALIFICATIONS  
FOR  
CITY ATTORNEY AND CITY LEGAL SERVICES**

<b>Proposal Release Date</b>	06/30/2023
<b>Last Date/Time for Questions</b>	07/19/2023 2:00 pm PST
<b>Proposals Due at City</b>	07/28/2023 2:00 pm PST

**Submit Proposals to:**  
Don Reynolds, City Manager  
[citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us)

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## **BACKGROUND**

The City of San Juan Bautista incorporated in 1869 as a General law City, and is one of two municipalities in San Benito County (the other being Hollister) that is home to approximately 2,000 residents, an iconic Mission, and a historic State Park and registered historic downtown 3<sup>rd</sup> Street. The City is surrounded by an agricultural community that is currently the largest producer of organic salads in the United States, based just outside of the City limits.

San Juan Bautista's economy relies on its ability to preserve and promote its historic culture to maintain and promote its unique tourist destination. In addition to those resources located within the City, other local attractions include the gateway to the Pinnacles National Monument, historic De Anza Trail, and Fremont Peak Observatory situated atop Fremont Peak in the Gavilan Range. This is a non-profit astronomical institution serving the local community.

The City Council consists of five elected Councilmembers elected at-large, with annual rotating appointments of Mayor and Vice Mayor. The City Treasurer is elected, and the City Clerk is appointed by a City Manager. The City Manager is also appointed by the City Council, and oversees the daily operations of ten full-time staff. Two new full-time positions were approved in the Budget for next Fiscal Year. The City provides both water and wastewater services to its 820 households, commercial and industrial users. It is a member of the California Intergovernmental Risk Authority ("CIRA"). The City relies heavily on contract services including law enforcement, fire protection, City Engineer and Building Official.

San Juan Bautista's proximity to Santa Clara's Silicon Valley makes the City a vital neighbor to the nation's technology industry. The City has successfully resisted pressure to become a bedroom community to Santa Clara County. It also serves travelers from Central Coast and the San Joaquin Valley as they travel to-and-from between State Highways 101 and 5.

# **SAN JUAN BAUTISTA NOTICE TO PROPOSERS**

Notice is hereby given that the City of San Juan Bautista (City) will receive proposals describing qualifications (RFQ) for CITY ATTORNEY & CITY LEGAL SERVICES at:

City of San Juan Bautista  
ATTN: Don Reynolds, City Manager  
311 Second Street  
P.O. Box 1420  
San Juan Bautista, CA 95045

until 07/28/2023 at 2:00 PM, PST. Email submission may be made in lieu of mailing a hard copy of the proposal to: [citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us)

There will be no public bid opening.

## **Request for Qualifications (RFQ) Purpose**

The goal of the City is to retain a Professional Law firm with experience in California as a City Attorney, and all other legal fields related to municipal government. The Law Firm will be familiar with "Best Practice" legal techniques in their particular line of work, and if necessary be capable of defending the City in a court of law. The City is requesting proposals from consultants specializing in the required services outlined in the Scope of Services section of this Request for Proposal.

## **Description of Work**

The proposed work is officially known as the Specifications, as further described in the **SCOPE OF SERVICES** section of this RFQ.

## **Availability and Clarification of Documents**

This RFQ and any addendums will be posted on the City website at:

<https://www.san-juan-bautista.ca.us>

## **Question Submittal**

Any questions related to this RFQ should be submitted in writing preferably by email to Don Reynolds, City Manager, at [citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us). Questions received by the City, including responses, will be consolidated and posted on the City website. The deadline for submitting questions is 2:00 pm PST 07/21/2023. Material changes, if any, to the proposal requirements will be addressed by written addendum.

Respondents will provide written acknowledgment of each addendum issued with their proposal submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be received issued after 2:00 pm PST on 07/19/23 with the last day for the City to provide written replies on its web-site is 07/21/2023. It is the sole responsibility of the respondent to check the City website to determine if an addendum has been posted.

### Estimated Timeline

RFQ Release Date	06/30/2023
Questions Due	07/19/2023, 2:00 PM PST
Clarifications/Addenda Issued	07/21/2023
RFP Response Submittal	07/28/2023, 2:00 PM PST
Evaluation Complete	08/10/2023
Contract Award	08/15/2023

Note: Timeline is an estimate only. The City reserves the right to alter dates or cancel this RFQ in part or its entirety.

## PROPOSAL PREPARATION

Your proposal should highlight the experience, qualifications and competency of your firm, and of the particular staff to be assigned to this project. It should also specify an approach that will meet the Request for Qualifications (RFQ) requirements.

The proposal should include:

- Title Page showing the Request for Qualifications subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
- Signed Transmittal Letter briefly stating the firm's understanding of the work to be done; the commitment to perform the work within an acceptable time period; and the name of the person authorized to represent the firm, title, address, and telephone number.
- Cost information describing the law firm's rates for various partners, attorneys and support services staff must be transmitted separately as indicated in the **Cost Proposal Rate Sheet** instructions.
- Your qualifications and rate sheet proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this Request for Qualification. While additional information may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

### 1. Authorized to Practice in California

An affirmative statement must be included verifying the law firm and all assigned key professional staff are properly licensed and/or authorized to practice in California.

## **2. Independence**

The firm must provide an affirmative statement that it is independent of the City of San Juan Bautista and no member of the proposed project team, or family member, is an employee of the City.

## **3. Firm Qualifications and Experience**

The firm must have extensive experience in the Scope of Services described herein. The proposal should include the size of the firm and the location of the office from which the work on this engagement is to be performed. Indicate the primary representative to be assigned to the City as its "City Attorney." Indicate the number and nature of the professional staff to be employed in this engagement on a full-time basis; and, the number and nature of the staff to be employed on a part-time basis. Staff consistency is an important consideration.

## **4. Partner, Supervisory and Staff Qualifications & Experience**

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes indicating specialized training, professional certifications and licenses.

Provide information on the government experience of each person, including information on relevant professional education and membership in professional organizations relevant to the performance of this engagement. Indicate how the consistent assignment of staff over the term of the agreement will be assured.

## **5. Similar Engagements with Other Government Entities**

For the firm's staff that will be assigned responsibility for this project, list three to five completed engagements similar to the work described in this Request for Qualifications. California State Public Agency experience is desirable. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

The City reserves the right to contact any or all of the listed references regarding services performed by your firm.

## **6. Litigation and Claims**

Respondent shall disclose any lawsuit, litigation or arbitration resulting from:

- (a) Any government engagement where litigation is still pending or has occurred within the last five years; or,
- (b) Any type of project where claims or settlements were paid by your firm or its insurers within the last five years.

Describe circumstances and outcome for any incident disclosed.

## **7. Specific Project Approach**

The proposal should set forth a work plan, including an explanation of the project methodology to be followed, to perform the services required in this Request for Qualifications.

Your proposal should include the following information about your firm's approach:

- Proposed work plan, staffing, and staff hours assigned to each phase of this engagement;
- How staff coverage will be managed to provide uninterrupted year-round (365 days/year) service;
- Proposed vehicles and communication equipment to be used;
- Explain status report capabilities and include sample report(s);
- Highlight safety practices and training;
- Approach to be taken to understand, review and make recommendations regarding City business practices and to improve current operations;
- Description of any anticipated problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

### **Pre-Award Expenses**

Pre-award expenses are defined as costs incurred by the respondent in:

1. Preparing its proposal in response to this RFQ;
2. Submitting its proposal to the City;
3. Negotiating with the City on any matter related to the proposal; or,
4. Any other expenses incurred by the respondent prior to date of award.

There is no expressed nor implied obligation for the City to reimburse pre-award expenses incurred in the preparation of a proposal. Furthermore, proposals received shall become the property of the City and will not be returned.

### **Cost Proposal Rate Sheet**

The Cost Proposal should contain all detailed pricing relative to performing the Scope of Services as described in this Request for Qualifications. Itemize regular hourly rates and overtime hourly rates. The Cost Proposal shall be submitted in a separate, sealed envelope; or, as a separate file if submitted via email.

If a total all-inclusive maximum price is proposed, it shall contain all direct and indirect costs, including out-of-pocket expenses. The Cost Proposal should reference a schedule of professional and administrative fees and expenses that support the total all-inclusive maximum price. This fee schedule may also be used for costing out any additional work that may be required.

If hourly rate billing is preferred, please state the hourly rates for the designated City Attorney and associates for general work and for special services, such as litigation, if such services will be billed at a different hourly rate.

Please define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents, and word processing charges. Billing shall



be made on a monthly basis. Interim billings shall cover a period of not less than a calendar month.

**Note: Any supplemental fuel charges; energy surcharges; required licenses, training, travel, insurance and bond costs; pandemic-related and Personal Protective Equipment (PPE) expenses will not be allowed.**

## **REQUEST FOR QUALIFICATIONS SUBMITTAL**

One signed original and one (1) copy of the RFQ must be submitted to the City of San Juan Bautista, 311 Second Street, San Juan Bautista, CA 95045 no later than 07/28/2023 at 2:00 PM, PST. Proposal shall be submitted in a sealed envelope clearly marked with proposal name and number. Email submission may be made in lieu of mailing a hard copy of the proposal to: [citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us)

There will be no public bid opening.

### **Late Proposals**

RFQ's arriving after the specified date and time shall not be considered, nor will late RFQs be opened. Each prospective respondent assumes responsibility for timely submission of their proposal.

### **Withdrawal or Modifications of Proposals**

Any RFQ may be withdrawn or modified by a written request signed by the respondent and received by the City prior to the final time and date for the receipt of proposals. Once the deadline is past, respondents will be obligated to fulfill the terms of their proposal.

### **Confidential Information**

Any information deemed confidential or proprietary should be clearly identified by the respondent as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information or data submitted with a proposal will not be returned.

### **Proposal Acceptance and Rejection**

The City reserves the right to accept any RFQ's, reject any and all RFQ's, make a partial award, make multiple awards, call for new RFQ's, or dispense with the RFQ process in its entirety. The City may waive any minor deficiencies or technicalities in the RFQ's received.

## **SCOPE OF SERVICES**

### **SPECIFIC COMPANY INFORMATION**

The proposal must provide specific and succinct answers to all questions and requests for information. Submission of individual resumes is encouraged, but cannot be substituted for answers to specific questions. Whether or not the services are provided by a firm or individual, the City desires that services be provided primarily through one individual, that the individual be the City's primary contact, and that the individual be the

one to attend most meetings. The City also anticipates that individual will be designated as City Attorney.

1. Please describe the nature of your practice or your law firm's practice, and your qualifications for providing attorney services for the City of San Juan Bautista. Please provide a professional chronology of the individual who will be designated to serve as City Attorney and others who you anticipate will be involved in providing legal services to the City of San Juan Bautista.
2. For a person whom you propose to designate as City Attorney, and for each person proposed as deputy or backup, please provide the following:
  - Legal training and years of practice (including admission date of California Bar). Years of municipal or other local public sector law practices as a full-time local government attorney and/or in a private law office specializing in local government.
  - Knowledge of and experience with California Municipal Law and other public sector experience.
  - Types of clientele represented and length of representation time.
  - Knowledge and practice of law relating to local land use and planning, environmental law, including the California Environmental Quality Act (CEQA), general plans, real estate, and other related planning laws.
  - Experience in the area of construction contracts, consultant contracts, service contracts, purchase contracts, eminent domain, right of way, franchise agreements, easements, encroachments, and other Public Works related issues.
  - Experience in the area of public safety and risk management services.
  - Experience in the area of personnel, disability law rights and obligations, workers' compensation, employee relations and negotiations, and employee discrimination claims.
  - Experience in the preparation and review of ordinances and resolutions.
  - Experience with tax collection, including judgments and liens.
  - Experience in the area of the Public Records Act, the Brown Act, and the Elections Code.
  - Scholastic honors and professional affiliations.

- If the firm/individual, or any of the attorneys employed by the firm have ever been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results.
  - Intended office location and accessibility to the City
3. Additonal Staffing Detyail
- Describe the staffing of your office, including all permanent and temporary employees and their general duties and work schedules. Include any staffing changes you would propose should you be awarded the contract to provide attorney services for the City.
  - Outline how many hours per week on average it will take to accommodate the City's need for contract attorney services. Please include all time necessary for Council meetings, special meetings, and occasional Commission meetings. The City anticipates 30-40 hours per week on the average will be necessary.
  - Define the standard time frames for response by the City Attorney to direction and/or inquiry from the City Council, City Manager, or City Staff.
  - Describe the systems or mechanisms that would be established for monthly reporting of the status of projects, requests, and litigation.
  - Describe how you or your firm will use technology to communicate and provide City Attorney services to the City of San Juan Bautista including the sharing and transfer of electronic files.

### **CURRENT CLIENTS/CONFLICT OF INTEREST**

1. Please list all current and former clients known to the firm/individual having a substantial property or business interest in the City of San Juan Bautista during the past 3 years.
2. Please list all public clients for whom you or your firm currently provides services either under a fee for services or a retainer basis. Please identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
3. For the person to be designated as City Attorney, please list all public clients that person presently represents as city/town attorney or general counsel. Please list the meeting dates and times for the city/town council or governing body of these clients.

### **COMPENSATION AND REIMBURSEMENT**

Please describe how the firm/individual intends to provide legal services, either on a flat-rate monthly (state the amount of the requested retainer), or on a different basis. Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of “general counsel” work, and shall include, but not necessarily be limited to, the following:

- Routine legal advice, telephone and personal consultations with members of the City Council and City Staff.
- Review and /or preparation of staff reports, ordinances, resolutions, agreements, contracts, forms notices, certificates, deeds, leases, and other documents required by the City.
- Attendance at City Council and Planning Commission meetings. The City Council meets on the third Tuesday of each month. The Planning Commission meets the first Tuesday of the month when there are agenda items. The regular meetings for both the City Council and Planning Commission start at 6:00 p.m. In addition, both bodies occasionally call special meetings. The City Attorney will be expected to attend regular and special City Council meetings and occasional Planning Commission meetings as necessary. The City Attorney will coordinate with and provide legal services for the City Manager and departments of the City. The City also has a number of Council appointed advisory boards and commissions that may require City Attorney advice. The City Attorney may also be required to attend certain other meetings with staff, as well as commissions, when necessary.
- Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications, eminent domain, and right-of-way abandonment.
- Enforcement of City codes, zoning regulations, and building standards through administrative and judicial actions.
- The monitoring of pending and current state and federal legislation and court decisions as appropriate.
- Consultation with the City Council and City staff as needed – rendering of legal advice and opinions (both oral and written).
- The coordination of outside legal counsel as needed and as directed by the City Council and City Manager.

Please define what type of work you would consider to be extra or specialized work, which would be billed in addition to basic services. State the hourly rates for the designated City Attorney and associates for such specialized services.

## SELECTION PROCESS

Proposals will be screened by the City Council or a panel appointed by the Council and top candidates will be identified. Top applicants will be invited to participate in an interview with the City Council. The qualifications of the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully consider:

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations.
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner.
- Ability to attend City Council and other meetings as necessary.
- Degree of availability for timely response to inquiries that arise out of day-to-day operations, questions, or problems.
- Degree to which firm and individual attorneys stay current through continued professional development and active communication with practitioners in the municipal law field.
- Communication skills and ability to communicate.
- Cost of services.
- Other qualifications/criteria as deemed appropriate by the City Council.

The City Manager will negotiate the terms and conditions of a contract with the law firm or individual selected. The contract will require that the law firm or the individual selected as City Attorney maintain professional liability (\$1,000,000 per claim and \$2,000,000 aggregate), general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate), automobile liability (\$1,000,000 per accident), and workers compensation. Insurance coverage must be provided by an insurance company(ies) authorized to do business in the State of California and the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the City of San Juan Bautista.

The successful firm or individual must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of San Juan Bautista, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its agents in the performance of the work. Prior to commencement of any work, those and other provisions will be established contractually.

The contract, to include but not be limited to duties and compensation, will be entered into with the successful firm or individual and approved by the City Council. Legal services will begin upon approval by the Contact and formal appointment of a contract position and shall serve at the pleasure of the City Council. The City Council may terminate the appointment upon sixty days' notice with or without cause.

### **CONTRACT TERM**

This agreement shall commence upon execution by both parties and shall continue for a period of three (3) one years, with four (4), one-year option renewal periods. The prices quoted shall be fixed during the initial one-year period of the contract and price increases may be allowed thereafter as authorized by the City. Price increases may be requested annually after the first year, subject to the following conditions.

Only one (1) price increase will be allowed each year as the result of:

- 1) Governmental or regulatory agency increases to the trade
- 2) Consumer Price Index, All Urban Consumers (CPI-U) increases not to exceed 5%, which ever is the lessor of the two.

Any request for a price increase must be substantiated with documentation and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Overall increases of greater than 5% from prior year prices will not be allowed.

The City shall be the sole judge as to whether a price increase will be allowed.

Decreases in service prices will be allowed at any time.

### **KEY PERSONNEL**

The City reserves the right to approve the contact person and the person or persons actually performing the services on behalf of respondent. If the City, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing services, then the City may require the respondent to assign a different person or persons to be designated as the contact person or to perform required services.

The City reserves the right to terminate, without penalty, any contract awarded under this Request for Proposal when key personnel identified are not available. Substitution may only occur with advance explicit approval of the City. Substitute personnel must have equal or greater education and experience.

It is further understood that respondent, and its employees, in performing the required services of this RFQ, operate as an independent contractor and not as an employee or agent of the City.

Note: Subcontracting of any Professional Services required under this RFQ is prohibited. If special legal counsel is necessary beyond this scope of work, the City will at its sole discretion contract directly with that firm.

## **INSURANCE**

Respondent shall provide proof of Commercial Liability and Property Damage Insurance, including Assault and Battery coverage, prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$3,000,000 combined single limit (CSL). The City shall be named as an additional insured and thirty (30) days' notice of cancellation shall be indicated.

Automobile Liability coverage in an amount not less than \$2,000,000 per accident for bodily injury and property damage is required.

Worker's Compensation coverage in an amount not less than \$1,000,000 per claim for each employee engaged in work on City premises is required.

Respondent is solely responsible for all insurance premium payments.

## **INDEMNIFICATION**

Respondent shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or respondent's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

## **TERMINATION**

The City may terminate this agreement and be relieved of any consideration to the respondent should respondent fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the respondent. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

## **PROTESTS**

Protests by unsuccessful respondents to the selection for award shall be submitted in writing to the City Manager no later than five (5) business days after award recommendation. Failure to submit a timely written protest to the City Manager shall bar consideration of any such protest.

- a) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- b) A written protest may not challenge the relative weight of the evaluation criteria or formula for assigning points.
- c) Only a respondent whose proposal is timely received and fully complies with all terms and conditions of the Request for Proposal may protest an award.
- d) Any and all costs incurred by a protesting party in connection with the protest of a solicitation shall be the sole responsibility of the protesting party.

The City Manager shall evaluate the protest and issue a written decision within five (5) business days after receipt of the protest. The protester shall be notified if additional time is needed to adequately investigate the claim. During the evaluation process, the City may, at its sole discretion, suspend further action on the solicitation, or proceed with an award.

The decision of the City Manager for contract awards valued at \$50,000 or less shall be final. For awards exceeding \$50,000, an unsuccessful respondent shall have the right to appear before the City Council to protest any award requiring Council approval.

## **NO COMMITMENT TO AWARD**

Issuance of this RFQ and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any and/or all proposals received in response to this RFQ, to negotiate with more than one respondent concurrently, or to cancel all or part of this proposal.

The City further reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the City.

## **OWNERSHIP OF WORK PRODUCT**

All reports, studies, information, data, forms, designs, plans, procedures, systems and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced, in whole or in part, shall be subject to private use, copyrights, or patent rights by respondent without the express written consent of the City.



### **NON-ENDORSEMENT**

As a result of the selection of a respondent to provide services; the City is neither endorsing nor suggesting that the respondent's services are the best or only solution. Respondent agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of City.

### **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. Venue shall be the County of San Benito.

### **COMMENTS/EXCEPTIONS**

Respondents are responsible to become familiar with all instructions, terms, conditions, and contract documents governing this Request for Proposal, including the City's standard **Professional Services Agreement**, a copy of which is available upon request. Submission of a proposal will be considered specific evidence of having performed the above.

Successful respondent shall be required to sign the City's standard Professional Services Agreement prior to commencement of work. Please note any comments or exceptions with your submittal. Once the award has been made, failure to have read all the terms, conditions, and specifications of this RFQ shall not be cause to alter the original proposal nor to request additional compensation.

**Note: Excessive and/or material exceptions to the RFQ may be cause for rejection of the respondent's RFQ proposal.**



# CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

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**DATE:** JULY 18, 2023

**DEPARTMENT:** COMMUNITY DEVELOPMENT

**FROM:** ELIZABETH SOTO, DEPUTY CITY CLERK

**BY:**

**TITLE:** APPOINT AN AD HOC COMMITTEE TO REVIEW CANDIDATE APPLICATIONS FOR PLANNING COMMISSION AND MAKE A RECOMMENDATION TO THE CITY COUNCIL

RECOMMENDED MOTION:

Appoint an ad hoc committee to review candidate applications for Planning Commission and make a recommendation to the City Council to fill a vacancy

RECOMMENDATION:

Staff is asking council to select two council members to serve on an ad hoc committee to review Candidate applications, interview potential candidates and make a recommendation to the City Council to select a Planning Commissioner /Historic Resources Board Candidate.

EXECUTIVE SUMMARY:

Assistant City Manager/Community Development Director Brian Foucht received an email from Commissioner Newkirk-Smith advising him of her resignation. On Monday, June 26, 2023, staff posted a flyer, announcing a vacancy in the Planning Commission/Historic Resources Board, on the city website and on our three usual posting locations. No applications have been received as of the date this report was written.

The next step for Council to take is to form an ad hoc committee to review applications and make a recommendation to the City Council.

BACKGROUND:

Mishele Newkirk-Smith submitted her resignation effective June 2, 2023, leaving the Commission with a vacancy. Ms. Newkirk-Smith's term was set to expire on December 2026.

FISCAL IMPACT:

None

ATTACHMENTS:

San Juan Bautista Municipal Code, Chapter 2-3 Boards and Commissions, Article 1. Planning Commission  
Notice of Open Seat (Vacancy) on the Planning Commission

## **Chapter 2-3 BOARDS AND COMMISSIONS**

### **Article 1. Planning Commission**

#### **2-3-100 Creation.**

There is hereby created a Planning Commission under “The Planning and Zoning Law” of the State of California.

#### **2-3-105 Membership.**

Said Planning Commission shall consist of five (5) members.

#### **2-3-110 Qualifications – Appointment – Term.**

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

(B) Planning Commission members’ terms shall be four (4) years, which terms shall be staggered.

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

(D) When there is a vacancy to be filled on the Planning Commission, except for a successful reappointment of a Planning Commission member for a successive, consecutive term as defined in subsection (E) of this Section, the City Council shall appoint an ad hoc subcommittee of two (2) members to receive applications and/or resumes, select qualified candidates for interviews, conduct interviews and make a brief report with a recommendation to the City Council. The City Council shall consider and vote on the recommendation and shall appoint the applicant who receives a majority of votes to the Planning Commission. If an applicant does not receive a majority of votes, the ad hoc subcommittee shall select a new candidate and present that candidate to the City Council at the following meeting.

(E) The City Council may, upon expiration of a Planning Commission member’s term, reappoint the Planning Commission member for a successive, consecutive term, without requiring an ad hoc subcommittee to conduct interviews and make a recommendation. If the Planning Commissioner, whose term has expired, is not reappointed, the Council may direct the ad hoc subcommittee to review credentials and interview that Planning Commissioner, or to also consider other candidates for appointment to the Planning Commission, as set forth in subsection (D) of this Section.

#### **2-3-115 Removal.**

Any regular member of the Commission may be removed with good cause or without cause by a vote of at least three (3) members of the Council and such action shall be final and not subject to review.

#### **2-3-120 Officers.**

The Planning Commission shall elect a Chairman and a Vice Chairman from among the regular members, and shall appoint a Secretary who need not be a member of the Commission, for the terms and in the manner set forth in the by-laws of the Commission.

#### **2-3-125 By-laws – Records.**

The Planning Commission shall adopt by-laws providing for the method of electing officers, time and place of regular meetings of the Commission, which shall be held at least once a month, and such other rules as may be necessary for the transaction of the business of the Commission, and shall keep a public record of its resolutions, transactions, findings, and determinations.

#### **2-3-130 Absences.**

A Planning Commission member who is absent without excuse from two (2) official meetings of the Planning Commission in a six (6) month period shall automatically forfeit his position on the Planning Commission. The Chairman of the Planning Commission shall have the authority to determine whether or not an absence from an

official meeting of the Commission is excused or unexcused, and all excused absences shall be reported as such in the minutes of the meeting from which the absence occurred. The standard which the chairman must use in determining whether an absence is to be excused or unexcused is whether or not the average conscientious member of the Planning Commission would probably be absent under similar condition.

When it is determined that a member of the Planning Commission has been absent without excuse from two (2) official Planning Commission meetings in a six (6) month period, the secretary of the Planning Commission shall promptly inform the City Council and the member whose position has been forfeited.

**2-3-135 Meeting place.**

Permission is hereby granted to the Planning Commission to use the Council Chambers in the City Hall as the place for its meetings or such other public facility within the corporate limits as deemed by the Planning Commission and the City Council to be appropriate and convenient for the conducting of such meetings, providing that such meetings shall not conflict with meetings of the City Council.

**2-3-140 Quorum.**

Three (3) of the members of the Planning Commission shall constitute a quorum of said Commission for the transaction of business.

**2-3-145 Duties and powers.**

The Planning Commission and the respective members thereof shall perform the duties and shall have all of the rights, powers and privileges specified and provided for in the Planning and Zoning Law as set forth in Title 7 of the Government Code, beginning with Section 65000.

**2-3-150 No authority to incur debt.**

The Planning Commission shall have no power or authority to bind or obligate the City or any officer or department thereof for any money, debt, undertaking or obligation of any kind in excess of the appropriation which the City Council may have made for the purposes of said Commission in any fiscal year.

**2-3-155 Forfeiture of position.**

A Planning Commission member who is absent from any special session of the Planning Commission which is scheduled by the City Council shall forfeit his position upon determination by the City Council that the absence was unexcused.



**City of San Juan Bautista  
Planning Commission / Historic Resources Board**

**NOTICE OF OPEN SEAT**

City Leaders are seeking qualified community members to help shape our future.

The City Council of the City of San Juan Bautista is now accepting applications to fill One (1) vacancy on the San Juan Bautista Planning Commission and Historic Resources Board.

The open seat is for an unexpired term that ends December 2026.

Position requirements, as established in the San Juan Bautista Municipal Code, include San Juan Bautista residency and must be registered to vote in the City of San Juan Bautista. Additionally, Planning Commissioners are required to attend training, and should have an interest and knowledge in historic preservation.

**Planning Commission** is advisory to the City Council and therefore shall perform the duties and shall have all of the rights, powers and privileges specified and provided for in the Planning and Zoning Law as set forth in Title 7 of the Government Code, beginning with Section 65000.

**Historic Resources Board** (HRB) assist and advise the Planning Commission in cultural and historic preservation efforts, including the powers and duties in *Section 11.06.040 Historic Resources Board*. The HRB shall act as an advisory body to the Planning Commission. Planning Commission/Historic Resources Board meetings are held the first Tuesday of each month at 6:00 p.m. in City Hall Council Chambers, 311 Second Street, San Juan Bautista, CA.

To apply for the position please submit an application (available on the city website at [www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us)) and a letter of interest to the City Clerk's Office in City Hall by **Friday, July 28, 2023 at 5:00 p.m.** *Letters of interest will be kept on file for one (1) year.*



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

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**DATE:** JULY 18, 2023

**DEPARTMENT:** COMMUNITY DEVELOPMENT DIRECTOR

**BY:** BRIAN FOUCHT, ASST CITY MANAGER, COMMUNITY DEVELOPMENT DIRECTOR

**TITLE:** ACCEPT THE SAN BENITO COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDs); CONSIDER PLANNING COMMISSION ADDITIONAL COMMUNITY AND STAFF RECOMMENDATIONS

### **RECOMMENDED ACTION(S):**

Staff recommends that the City Council review the CEDs and recommend additional projects for reference within the CEDs.

### **PROJECT DESCRIPTION AND DISCUSSION:**

The CEDs is a 5-year strategy-driven plan that is a partnership between the County of San Benito, the Cities of Hollister and San Juan Bautista, and the EDC. The CEDs contributes to effective economic development in communities and regions through a locally-based, regionally-driven planning process that engages economic agencies; community leaders; educators; and the public, private, and nonprofit sectors in meaningful conversations and debate about what best serves economic development in the region. It will establish a strategic “roadmap” for regional collaboration and prosperity and builds on the strengths of the region as well as identifies gaps in resources or expertise.

With a current CEDs in place, agencies seeking funding are *more likely* to attract state/federal funding, and *it is a prerequisite* for any agency to qualify for EDA funding. The CEDs must be:

- Current;
- Updated every 5 years (current 2017-2022; proposed CEDs: 2023-2027);
- List specific projects that each jurisdiction expects to seek funding from the EDA to support;
- Adopted by the County of San Benito Board of Supervisors and approved by the EDA.

Draft CEDs Initiatives for San Juan Bautista include the following:

**Initiative #16** Develop A New Source of Clean Drinking Water for the City of San Juan Bautista  
(NOTE: recommended revised text is as follows):

The City of San Juan Bautista, the San Benito County Water District, and the West Hills Water District have formed a partnership to construct five miles of pipeline to transport new clean water to the City. This water will be blended with City ground water to improve the quality of water delivered to residents and businesses, comply with EPA standards and wastewater will thereafter be acceptable to the City of Hollister Waste Treatment Plant.

Cost estimates for the water pipeline range between \$8 and \$12 million, with financing provided by the West Hills Water District. The City is seeking State and Federal funds that may include a low interest loan from the U.S. Department of Agriculture (USDA). A recent rate increase will fund project development debt services. Funding has, therefore, been partially secured. The initiative is in the advanced stage of planning and engineering.

The new source of clean water will allow the City to provide better water quality for hotels, breweries, and restaurants, and this will, in turn, attract revenue from visitors, create jobs, and contribute to the tax base.

**Initiative #17** City of San Juan Bautista Multi Modal Transportation Project (NOTE: recommended revised text as follows):

This context-sensitive, rural-scale multi-modal transportation center will provide centralized access to direct transportation services and enable a “shift” between proximate transportation modes such as transit bus, tour bus, carpool, ride share, van pool and other alternative transportation services for those who travel to destinations within and beyond San Benito County, including those who walk, bicycle or drive to the Multi-Modal Center for travel to/from any destination from Gilroy to Hollister. The project includes:

- A supportive link, within San Juan Bautista, to the 7-mile shared pedestrian/bicycle path along Hwy 156 that terminates prior to the intersection of The Alameda in San Juan Bautista;
- Active-transportation staging and support improvements for a variety of related interconnections (San Juan Elementary School, Anza High School, Gavilan College), links to the Anza Trail and Pinnacles National Parks, Third Street Historical District, Historical State Park and Mission San Juan Bautista);
- Visitor center and way-finding information regarding recreation and natural open space areas and cultural/historical resources within and surrounding San Juan Bautista; and
- San Juan Bautista gateway improvements to various pedestrian and bicycle touring facilities, and interpretative areas and sites.

This initiative must include reference to the Third Street Master Plan (linked to the Multi-Modal Transportation Center Plan) and a related Third Street Streetscape Implementation program.

RECOMMENDATION (Planning Commission, Community, Staff):



A. The Planning Commission has recommended that the CEDS include the following additional projects be included in the CEDS either as Initiatives or as Economic Development Advocacies and Ideas (figure 9):

- Develop and promote a SBC wine trail destination (contained in the draft CEDS);
- Develop a new regional - scale performing arts venue at the Cement Plant and enhance El Teatro Campesino;
- Develop and enhance recreation support amenities within the San Juan Canyon and Anza Trail;
- Develop and brand San Juan Bautista as a Pinnacles Gateway;
- Design and Develop Creative placemaking enhancements within The Alameda / Third Street corridor (contained in the CEDS as Third Street Master Plan along with the Multi-Modal Transportation Center);
- Develop community center/visitor center/event center to include an arts destination and visitor accommodations;
- Develop land uses focused on employment rather than housing;

B. Members of the San Juan Bautista Community recommended the following be included within the CEDS as additional Incentives or as Other Advocacies and Ideas:

- Develop agricultural innovations center via Gabilan College e.g. develop an economic cluster focused on regenerative agriculture;
- Prepare employment center land use and infrastructure plans for SJB;
- Build ED capacity by hiring an ED specialist with grant skills (planning and implementation for SJB ED);
- Target businesses industries for best suited to San Juan Bautista;
- Develop enhanced hospitality destination uses (wineries, breweries, restaurants, hotels);
- Develop a Luck Park community center facility/hub;
- Focus on Pinnacles Gateway Partnership collaboration and related improvements;
- Complete a pedestrian oriented downtown as a destination (related to Third St Master Plan).

B. Staff recommends that the following Initiatives be included in the CEDS

- Community Plan (includes SOI/UGB/Planning Area) and related area or specific plans:
  - Employment Center Specific Plan and Infrastructure Improvement Program (So. of 156 - Mission Vineyard Rd and San Juan Hollister Rd)
  - Residential Areas Specific Plan (Community Plan);
- Citywide Infrastructure Master Plan including storm drainage master plan and related improvements north of SJB and South of 156;
- Active Transportation Plan (ATP) multi-modal implementation (complete streets, pedestrian safety and traffic operations improvements);
- Third Street Master Plan (integrated with Multi-Modal Center Transportation Center)
- Historical Resources Enhancement Program (updated context statement, rehabilitation of

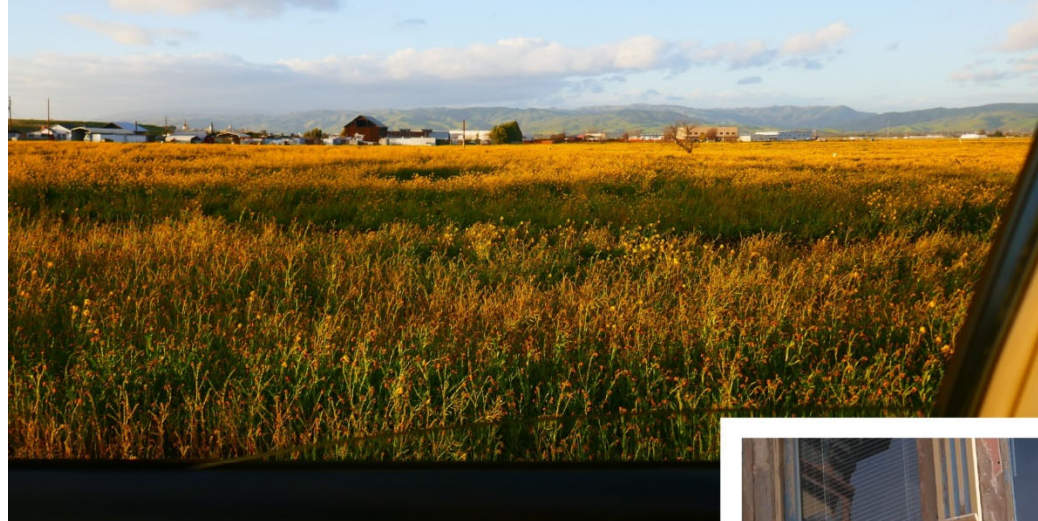
- designated resources and archives facility improvement project;
- City Facility (Community Center, City Hall Administration and Public Works) Improvement Projects; and
- Elementary School upgrade plan and program.

Attached:

Draft CEDS

Power Point Presentation (SBC EDCorp)

CEDS Press Release



**San Benito County**  
**Comprehensive Economic Development Strategy (CEDS)**  
**2023-2027 (DRAFT REPORT)**  
5/15/2023

5/15/2023

Prepared for



Prepared by

**Wahlstrom**  
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Marie Jones Consulting

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# 1. PURPOSE OF PREPARING A COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

The San Benito County Comprehensive Economic Development Strategy (CEDS) provides a roadmap to create jobs, generate higher incomes, and strengthen collaborations within and between San Benito County and City jurisdictions. The document identifies the ongoing economic development initiatives that can realistically be implemented in 2023, other initiatives that will take at least three-years to implement, as well as longer-term initiatives. This approved CEDS generates a number of direct benefits:

- San Benito County, the Cities of Hollister and San Juan Bautista and all special districts will be eligible to apply for disaster recovery, public works, and planning and technical assistance grants available from the U.S. Economic Development Administration (EDA). EDA grants can fund backbone infrastructure and support innovation and entrepreneurship;
- San Benito County's local governments and the private sector can participate in enhanced collaborations to implement ongoing economic development projects and initiatives that cross jurisdictional boundaries;
- Allows the economic development community to utilize identified benchmarks to measure the region's implementation progress of priority economic development initiatives;
- Describes implementation projects to improve long-term economic resiliency, and
- Supports funding applications to other federal and state agencies submitted by the county and two cities.

## 1.1 Three Economic Development Approaches

Economic development is the process of strengthening the local economy in order to increase prosperity and improve the quality of life for all residents. The California Association for Local Economic Development defines economic development as a:

*“Concerted effort on the part of a city or county to influence private investment toward opportunities that lead to sustained and equitable economic growth and more tax revenues for community services.”*

There is no magic button that communities can push to stimulate economic development. However, there are three proven economic development approaches described below that have worked over decades and across geographic boundaries.

### Approach #1: Business Retention and Expansion (BRE)

Approximately three-quarters of all new jobs are created by the expansion of established businesses. This simple fact makes BRE the most effective economic development strategy that any community could utilize as it builds upon the established business skills and expertise that have been gained by years of running a business that generates jobs and incomes for residents. Through BRE, established businesses that have helped build San Benito County's economy are valued, encouraged, and assisted rather than neglected.

However, new business retention and expansion initiatives do not necessarily generate positive news headlines and publicity because some established companies do not want to advertise that the Economic Development Corporation of San Benito County (EDC) and its partners were able to help it stay. However, it is through retention and expansion activities and small business assistance that San Benito County's economy will actually prosper and grow the most. Moreover, effective BRE is a systematic approach to reach out to firms that need assistance with planning and building regulations, skills training, infrastructure improvements,



marketing, and business development. This approach requires hard groundwork, most of which is accomplished under the radar of any publicity. While a less splashy endeavor than attracting a big new company, the payouts of BRE are much greater for the community.

## **Approach #2: Support Entrepreneurship and New Business Start-Ups**

Establishing a business climate that encourages and supports new business formation has become an essential economic development approach. Applications to start new businesses hit 5.1 million in 2022, about double the 2010 rate of 2.5 million in new business start-ups.

The COVID-19 pandemic accelerated everything, including the decimation of an unprecedented number of small businesses and an acceleration of new business formations as millions of people decided it was time to chase their dreams. Many would-be entrepreneurs saw opportunities and many who lost their jobs in the pandemic decided to become self-employed. A significant share of millennials decided to forge ahead as entrepreneurs rather than remaining as employees. Others walked away from stable careers, convinced there was no better time to start something new.

Three effective ways to encourage entrepreneurship and support new business start-ups in San Benito County include:

- Provide funding for new business start-ups independent of what is offered by private banks. Business start-up funding may be made available through an existing small business loan fund, or by establishing a new organization that supports small business start-ups;
- Establish a business incubator that can reduce operating costs through shared services and lower rents. Business incubators are often managed in collaboration with a local community college and/or a small business loan fund, and
- Focus on the long-term approach of educating young people about the benefits of building wealth through business ownership as a potential career path. This approach is usually in partnership with local schools and youth groups.

## **Approach #3: Targeted Business Attraction**

Attracting specific businesses to a community is a traditional economic development approach that has been practiced throughout the U.S. for more than 40 years. Many members of the general public and their elected public officials consider economic development and business attraction to be the same activity, however, they are not.

Shifts in the global economy have made this a unique time for states and regions to engage in business attraction since large corporations are rethinking their supply chains and global footprints. Global corporations are returning or “reshoring” some production activities away from China and back to the U.S. and Northern Mexico. This is particularly true with the automobile and semiconductor industries. The federal government passed the 2022 CHIPS and Science Act (CHIPS) that includes nearly \$53 billion in funding to reshore the production of semiconductor chips back toward the U.S. The new law has already triggered an investment boom as global semiconductor manufacturing companies have unveiled plans to invest nearly \$200 billion in more than 40 projects or facilities.<sup>1</sup>

Global automobile production companies are also experiencing a massive transition and supply chain upheaval as all established auto companies have rapidly shifted toward producing electrical vehicles (EVs), and EV batteries are the new oil. The news is filled with stories of new automobile production, assembly, and battery plants that are establishing facilities in Nevada, Arizona, or various Midwest and Southern states. Nearly all

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<sup>1</sup> Source: Semiconductor Industry Association.

these states offer significant financial incentives, low cost or free land, and low labor costs. Just a few of the many high-profile business attraction “wins” that were announced during the first two months of 2023 alone are described below:

- The State of Nevada offered Tesla more than \$330 million in tax breaks for a massive expansion of its sprawling EV battery facility east of Reno, which requires Tesla to construct a new electric semi-truck factory.
- EMP Shield announced that it would spend \$1.9 billion on a computer chip manufacturing facility to be built on three hundred acres in Burlington, Kansas. The company that focuses on protecting electronic devices from destructive magnetic pulses will create more than 1,200 jobs at the new facility.
- Arizona announced that the Taiwan Semiconductor Manufacturing Company (TSMC) will open two new chip-making plants in Maricopa County along with two new Intel Semiconductor plants. Total investment by the two companies will be \$60 billion.
- The State of Michigan announced a \$3.5 billion investment by Ford Motors to construct a 2.5 million square foot EV battery manufacturing facility in Marshall, Michigan. The project will eventually create 2,500 new jobs.
- The State of Ohio announced a \$237 million incentives package over the next decade that is targeted for Honda and LG Energy Solution to build and operate a new EV battery plant in Fayette County. Honda and LG are committed to making a \$3.5 billion EV battery plant investment and a \$700 million investment to retool the current plants. Approximately 2,500 new jobs will be created.

Unfortunately, San Benito County cannot compete for these investment opportunities for the following reasons:

- The State of California does not offer the business incentives that other states offer these global companies. Essentially, communities without significant presence of firms in these sectors in California cannot effectively compete for semiconductor and EV facilities.
- San Benito County has a 6.4 percent unemployment rate and lacks an available workforce that semiconductor and EV auto companies would require. Recruiting workers from neighboring jurisdictions is also difficult given Santa Clara County’s 3.1 percent unemployment rate.<sup>2</sup>
- The cost of doing business in San Benito County will be significantly higher than alternatives locations in Nevada, Arizona, the Midwest, and the South.

Given San Benito County’s infrastructure constraints, a solitary focus on business attraction initiatives is counterproductive and costly. Recruiting a company to a site where access to electrical power cannot be guaranteed and where there is an inadequate number of skilled workers will face insurmountable headwinds.

Certainly, the lure of the hunt for the big deal through business attraction is immensely popular because it is easily understandable to the general public. A “win” that creates hundreds of jobs and positive news headlines can be intoxicating. However, such actions run the risk of alienating existing companies that may not receive assistance or support to stay and expand in San Benito County. Existing firms have already made the commitment to locate and hire in the community, often without any of the assistance packages offered to “high profile” recruitment targets.

In addition, engaging in contests with other communities to attract footloose businesses seeking to maximize financial incentives can backfire in a big way. For example, the State of Wisconsin’s attempt to attract Foxconn to build a \$10 billion display panel manufacturing plant is one of the most high-profile flame outs. Back in 2017 the State agreed to provide Foxconn with \$3 billion to \$4.8 billion of subsidies to be paid in increments over fifteen years. Much of this subsidy would be paid in direct cash payments from taxpayers since Wisconsin already exempts manufacturing companies from paying taxes. In addition, the State contributed \$90 million in

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<sup>2</sup> Source: U.S. Bureau of Labor Statistics during the month of February 2023. Data not seasonally adjusted

local road funding to road work to improve access to the Foxconn factory and another \$252 million on widening a portion of [I-94](#) from six to eight lanes in anticipation of the increased traffic generated by the project. In return, Foxconn claimed that the new facility would initially employ 3,000 workers and would eventually employ 13,000 workers.

In January 2019, Foxconn said it was reconsidering its initial plans to manufacture LCD screens at the Wisconsin plant, citing high labor costs, and that it would hire mostly engineers and researchers, rather than a manufacturing workforce. Bloomberg News reported that the plant was "unlikely to ever employ 13,000 workers.

## **1.2 The Role of the San Benito County Economic Development Corporation**

The mission of the EDC is to promote economic development through business attraction, retention and support that creates economic opportunities to improve quality of life. The EDC is governed by a Board of Directors made up of community volunteers who have expertise in a wide range of local business issues. To positively impact economic growth, the EDC collaborates with City of Hollister, City of San Juan Bautista, County of San Benito, workforce development, other local and regional business organizations, as well as educational institutions.

Increasing local economic vitality is the primary focus of the EDC. Through its efforts, the EDC strives to maintain and enhance the local region as a competitive location for businesses to expand and locate. The EDC's role is to:

- Help existing businesses thrive through effective business retention and expansion;
- Recruit new businesses to the existing business parks and opportunity sites; and
- Re-establish our local region as a regional economic development "player."

The EDC will continue to spearhead the CEDS movement for the next five years, with the support of its CEDS Strategy Committee, CEDS Consultants, and stakeholders in the communities of Hollister, San Juan Bautista, Aromas, and San Benito County.



## 2. ECONOMIC CONTEXT

Interviews with community members, local government leaders and business owners yielded a common story from all stakeholders:<sup>3</sup>

*“San Benito County is yearning to be understood as separate place from Silicon Valley and Santa Clara County yet there is also a yearning to become more like Silicon Valley by attracting high-tech jobs and by keeping residents working within San Benito County” (rather than commuting out).*

To date the sole focus on business attraction has overlooked other economic development approaches that focus on people, places, and infrastructure. Some of the more specific activities that have been overlooked to date are listed below:

- Efforts to reduce economic inequality. Approximately 60 percent of San Benito County residents are Hispanic, many of which are critical workers concentrated in the industries of agriculture, food, personal services, and health care.
- Efforts to encourage residents to start their own businesses. This is particularly surprising given San Benito County’s proximity to Silicon Valley where new business start-ups and entrepreneurship form the heartbeat of the local economy.
- Efforts to prepare residents for the ongoing digital technology revolution. Today’s workforce needs digital technology skills required by nearly all business establishments that utilize artificial intelligence robotics and automation.
- Efforts to educate residents and public officials about smart growth planning principles and techniques that can help preserve agriculture and open space while allowing new housing and business development in planned locations.<sup>4</sup> A better understanding of smart growth can help reduce tensions between advocates for agriculture and open space preservation and proponents of new real estate development.
- The expansion of social infrastructure needed by area residents. This would include improved access for transportation service, the development of new housing in close proximity to transportation networks, an expansion of affordable childcare that will free up parents to re-enter the workforce, and the expansion of affordable health care access that will also free up more residents to re-engage with the workforce.

While the data presented in this section may be dry, it illuminates some of the misconceptions about San Benito County’s economy and how to best help it flourish. A solid understanding of the data and what it means will help readers and leaders to better understand San Benito County’s strengths and weaknesses and the possibilities and challenges they impart. The data can provide a new perspective about some commonly held misconceptions and myths about the economy that are simply incorrect.

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<sup>3</sup> The consulting team completed 26 in person or telephone interviews and received survey responses from 11 other individuals during the process of preparing the CEDS report.

<sup>4</sup> [www.newurbanism.org](http://www.newurbanism.org)

## 2.1 Common Misconceptions About San Benito County's Economy

### Perception 1: San Benito County's economy is not particularly strong

**Reality.** The local economy is small but relatively strong with only 65,480 residents and 17,450 jobs. Goods producing activities of farming and manufacturing form the foundation of San Benito County's economy. Food and beverage manufacturing comprises 75 percent of all manufacturing jobs. Construction, retail, food services, health services, aerospace (defense) and public education are the local economy's other significant sectors. This diversification makes San Benito County's economy more resilient to economic shocks.<sup>5</sup>

San Benito County's job base expanded at a 1.1 percent annual growth rate (AGR) between 2015 and 2021. During the same time period jobs in the three-county region expanded at a 0.8 percent AGR and California overall expanded at a 0.7 AGR.<sup>6</sup> Thus, San Benito County's job base expanded more rapidly than the growth of jobs within the three-county region and California overall.

### Perception 2: San Benito County has high levels of income inequality

**Reality.** High levels of income inequality characterize the entire U.S. economy, and income inequality is growing wider each year. However, income distribution within San Benito County is relatively equitable compared to the neighboring counties and California in general. Approximately 53 percent of San Benito County households earn middle-class incomes, which is much higher than Santa Clara County (37 percent) or Monterey County (49 percent) or 45 percent of all California households.

Poverty remains an issue with 26 percent of San Benito County households earning less than \$50,000 per year. While San Benito County has many low-wage workers, it outperforms the entire State of California where 33 percent of households that earn less than \$50,000.<sup>7</sup>

### Perception 3: Attracting global technology companies will reduce traffic congestion issues by providing opportunities for workers to not commute

**Reality.** The perception is mostly false because fewer than 20 percent of San Benito County residents who out-commute are employed in the construction trades, public education, retail, health care and other place-specific service sectors with working-class jobs that cannot easily be moved into San Benito County. The teachers, salespeople, carpenters, plumbers, police and nurses that work in neighboring counties are likely priced out of a home in those counties.<sup>8</sup>

However, a portion of the approximately 2,300 San Benito County residents that are employed in the professional, technical and scientific fields could possibly switch to local employers thereby reducing out-of-county commuting by attracting some global technology businesses. That said, any new global technology firms attracted to San Benito County would rely on highly skilled workers that are not current residents, which would probably add to San Benito County's traffic congestion. In addition, attracting new global technology companies that pay high wages would put pressure on housing prices and make it more difficult for some existing residents to continue to reside in San Benito County.

### Perception 4: Economic prosperity in San Benito County can occur without the Latino community's active engagement

**Reality.** Mostly false because San Benito County's economy cannot be successful without the success and related major contributions of Latinos, which comprise 61 percent of the community. Many Latinos have an

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<sup>5</sup> Data source: Data Axel

<sup>6</sup> Data source: U.S. Bureau of Labor Statistics. The region includes the counties of Santa Clara, Monterey and San Benito

<sup>7</sup> Data source: U.S. Census American Community Survey

<sup>8</sup> See Figure 7 for data on the number of San Benito County residents that commute to work out of county

entrepreneurial spirit that can fuel ongoing job creation and new business start-ups. In addition, the lack of economic equity leaves a sizable percentage of Latino workers in low-paying agricultural production, service health care, and food services jobs.

### **Perception 5: Economic development in San Benito County should focus on business attraction in order to reduce traffic congestion**

**Reality.** The perception is mostly false. “Shoot at anything that flies, take credit for anything that falls” is an old economic development saying. However not all jobs are equal and not all businesses bring new benefits to the county. Recently the City of Hollister approved an exceptionally large “fulfillment center” that will bring significant truck traffic to already congested roads. The future fulfillment center along with two cannabis production operations has now maxed out the electrical substation thereby significantly limiting future growth of existing businesses, let alone the successful attraction of new business.

Moreover, business attraction activities are always a long shot with low chances of success, and they take time and resources away from other economic development initiatives that have a greater chance of success and yield measurable results.

## **2.2 Demographic Trends**

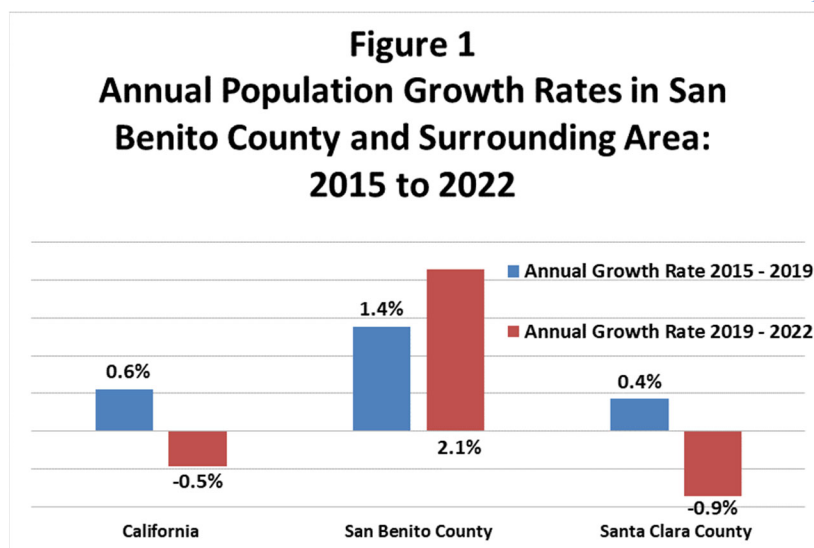
San Benito County is a largely rural community of 65,480 people that includes the two small cities of Hollister and San Juan Bautista. San Benito County’s population is much smaller than either its northern or southern neighbors of Santa Clara County (1.89 million) and Monterey County (433,720 residents). In fact, San Benito County has only 6,210 more people than does the nearby City of Gilroy.<sup>9</sup>

Although there are fewer people, San Benito County’s population base has consistently expanded since 2015, adding on average 1,000 residents per year. The neighboring counties are going the opposite direction with population declines as shown in Figure 1 below.<sup>10</sup>

- Santa Clara County’s population has declined by nearly 50,000 people since 2019 when COVID-19 arrived and people started working from home, some of which relocated to lower-cost locations. More than 70,000 former Santa Clara County residents moved away between 2020 and 2022. However, out-migration has been underway for nearly a decade with a net decline of 26,000 former residents that moved elsewhere between 2015 and 2019.
- Since 2019, Monterey County’s population also declined by nearly 6,500 residents, which was fueled by net out-migration. Nearly 20,000 former residents have moved away since 2015.
- California, as a whole, lost a net of 550,000 residents since 2019. This was fueled by an out-migration of more than 700,000 residents since 2019 and an out-migration of 900,000 residents since 2015.

<sup>9</sup> See Appendix Table 1 for detailed population growth trends data

<sup>10</sup> See Appendix Table 2 for detailed Population Growth Factors Table



In sum, San Benito County has benefited from a nationwide trend of people migrating out of urbanized areas into more rural areas due to the pandemic, increased opportunities for remote work, increased retirements, and high housing costs. It is not clear yet if these trends will continue or reverse in the future.

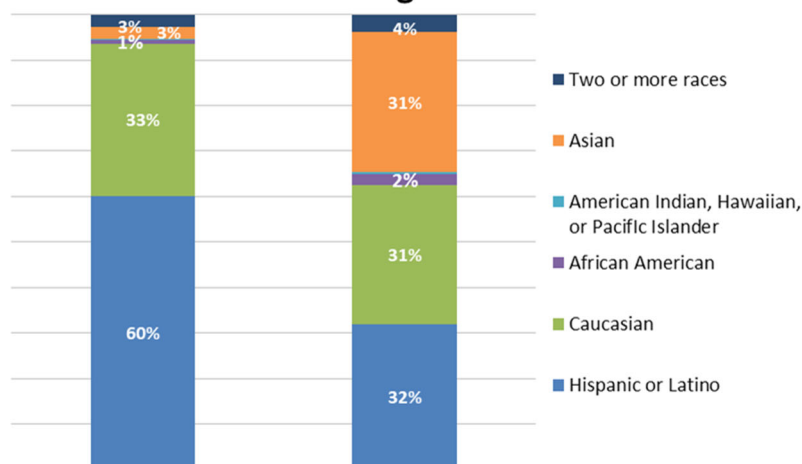
## Diversity

San Benito County has long been a majority Latino community that accounts for 61 percent of all residents. Caucasians comprise 33 percent of the population and the remaining 6 percent are a variety of ethnicities including mixed-race persons. The Latino community has continued to expand its majority status with 2,500 new residents since 2019 compared to only 720 new Caucasian residents. The number of Asians residents actually declined since 2019, but 850 mixed-race people were added, and mixed-race marriages became more common throughout California.<sup>11</sup>

By contrast the three-county region is comprised of three ethnicities (Caucasians, Latinos and Asian-Americans) in nearly equal proportions. Since 2015 more than 70,000 Asian Americans moved to the region since 2015, more than 23,000 Latinos moved out, and nearly 70,000 Caucasians left.

<sup>11</sup> See Appendix Table 3 for Demographic Diversity Table

**Figure 2**  
**Population Diversity in San Benito County**  
**and Surrounding Area 2022**



## Education

San Benito County residents, on average, have lower levels of educational attainment compared to the region. Two key educational attainment characteristics stand out:

- Approximately 41 percent of San Benito County adults completed high school but did not pursue any formal education beyond high school. This is remarkably similar to the State average but not even close to the regional average where only 31 percent of residents did not pursue more education beyond high school.
- Only 5.5 percent of San Benito County adults earned a graduate or professional degree, compared with 13 percent of California adults and 23 percent of regional residents. This dynamic will likely complicate San Benito County's ability to capitalize on its proximity to Silicon Valley.<sup>12</sup>

## Household and Per-Capita Incomes

San Benito County's median household income is \$85,810 while Monterey Household Income is \$76,940, illustrating that both Counties have significantly higher median income residents than expected given underlying demographics. San Benito County is higher than the state average of \$78,700 but well below the average Santa Clara County household incomes of \$130,890 that are fueled by the massive wealth of Apple, Google, and other global technology companies.<sup>13</sup>

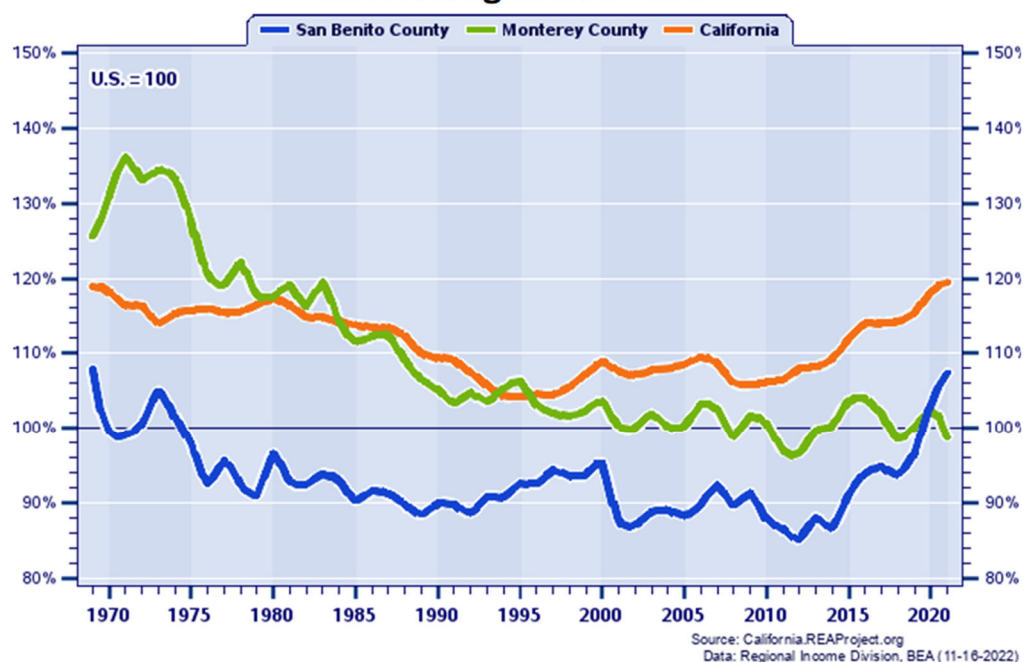
Per-capita income is widely used as a yardstick to assess the economic wellbeing of a region's residents and the quality of consumer markets. Figure 3 illustrates that San Benito County per-capita income has been and remains below that of Monterey County and California as a percent of the national average from 1970 through 2020. Per-capita personal income in San Benito County was \$68,870 in 2020 and it grew by a phenomenal 31 percent from 2018 to 2020.<sup>14</sup>

<sup>12</sup> See Appendix Table 4 for Educational Attainment Table

<sup>13</sup> See Appendix Table 5 for Median Household Income and Income Distribution Table

<sup>14</sup> See Appendix Table 6 for Per-Capita Income Table

**Figure 3**  
**Per-Capita Personal Income as a Percent of the**  
**U.S. Average: 1970-2020**



Data Source: U.S. Bureau of Economic Analysis

These significant and remarkable increases in per-capita income are likely related to a few different factors that are listed below:

- Increases in COVID-19 related transfer payments (unemployment and payroll protection payments);
- In-migration of higher-earning households from neighboring Santa Clara County; and
- Strong growth in the high revenue and high wage-earning tech sector during the pandemic.

It is difficult to identify which factor had the biggest influence on the rapid increase in per-capita income.

## Income Distribution

As each year passes, income inequality has grown wider throughout the USA. Fortunately, San Benito County has a more equitable income distribution than either California in general or Monterey County with their larger percentages of very low-income households. Santa Clara County has the highest income inequality, with 44 percent of all households that earn more than \$150,000 compared to only 21.6 percent of San Benito County households.<sup>15</sup>

## Poverty

Only 9.3 percent of San Benito County households earn incomes that fall below the federal poverty line. In comparison, 12.6 percent of California overall and 8.1 percent of regional households are poor.<sup>16</sup>

<sup>15</sup> See Appendix Table 5 for Household Income Distribution Table

<sup>16</sup> See Appendix Table 7 for Poverty Rates data

## 2.3 Housing

### Housing Shortage

Silicon Valley (primarily Santa Clara County) has been California's (and the United States') job creation engine for decades. Silicon Valley's business start-up culture and access to large amounts of investment capital created nearly 260,000 new jobs between the end of the great recession (2010) and the middle of the COVID-19 pandemic (2020). Essentially, Santa Clara County expanded its job base by an astounding 23.4 percent growth rate between 2010 and 2020. San Benito County, Silicon Valley's next-door neighbor also enjoyed a very strong new job growth rate with nearly 3,600 new jobs created between 2010 and 2020 (See Figure 4).

However, the number of new housing units constructed between 2010 and 2020 fell way behind job growth and left Silicon Valley deep into a housing shortage that is fueling homelessness, poverty, inequality and obscenely high housing prices. These dynamics have accelerated since 2020 as the pandemic fueled another round of string technology driven job growth. The imbalance between new jobs and housing units created has pushed people far away from where they work, forcing low wage workers and the front-line workforce into soul-numbing commutes.

<b>Figure 4</b>				
<b>Job and Housing Growth in Santa Clara and San Benito Counties: 2010 - 2020</b>				
<b># of Jobs</b>	<b>2010</b>	<b>2020</b>	<b>2010 to 2020</b>	<b>% Gain of New Jobs 2010 to 2020</b>
San Benito	20,370	23,950	3,580	17.6%
Santa Clara	1,106,200	1,365,130	258,930	23.4%
<b># of Housing Units</b>	<b>2010</b>	<b>2020</b>	<b>2010 to 2020</b>	<b>% Gain of New Housing Units 2010 to 2020</b>
San Benito County	18,060	19,220	1,160	6.4%
Santa Clara County	625,650	668,900	43,250	6.9%

Data Sources: Bureau of Economic Analysis and U.S. Census American Community Survey  
Analysis: Wahlstrom & Associates and Marie Jones Consulting

San Benito County is directly impacted by this imbalance of new job creation and a severe shortage of new housing units. It is for this reason that there is so much pressure to develop new subdivisions anywhere and everywhere in San Benito County. Residents responded with successful opposition to developing new subdivisions in the unincorporated county, and by placing slow growth initiatives on election ballots.

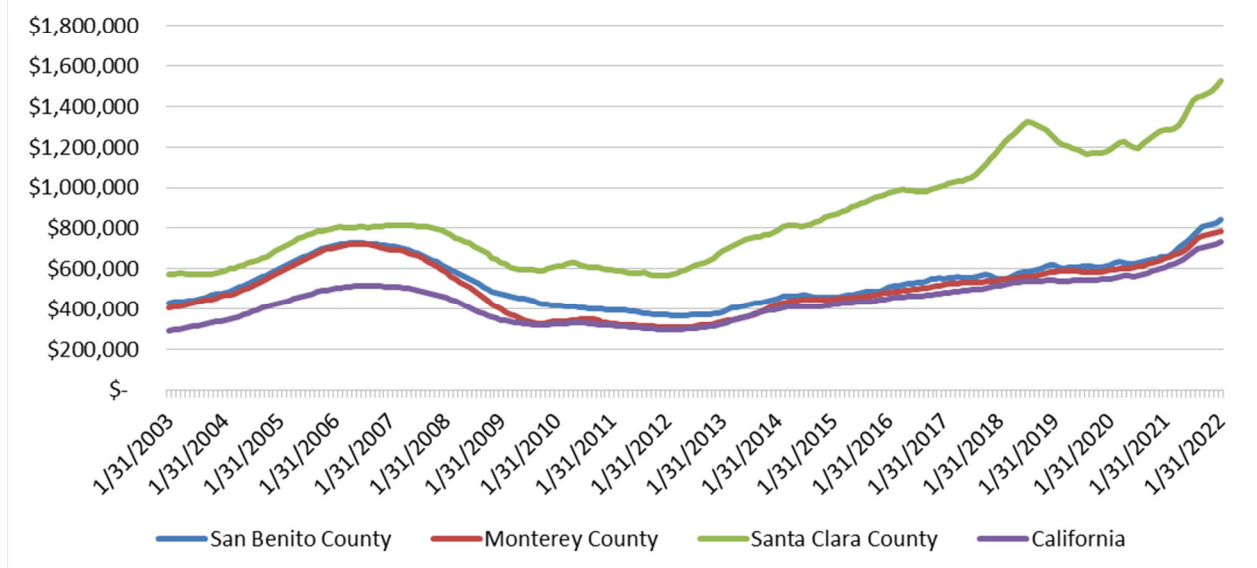
### High Housing Costs

The laws of supply and demand affect the housing market. A severe housing shortage is the primary contributor to high for sale housing costs and rents in San Benito County. Santa Clara County's spectacular success creating new high wage technology-oriented jobs makes neighboring San Benito County an expensive place to live, just like all other counties within close proximity to Santa Clara. High housing costs are problematic as they contribute to overcrowding and difficulties with employee recruitment and retention. They also drive-up wages and contribute to inflation.

Figure 5 illustrates month-to-month median housing prices for all three counties and the State. It deftly illustrates the rise and fall of the last housing bubble of 2004-2008. It is unclear if a similar housing deflation will happen again with rising interest rates.



**Figure 5**  
**Median Home Price: San Benito, Monterey and Santa Clara Counties & California Overall**  
**1/2003 - 1/2022**



It also should be noted that 34 percent of renters and homeowners in the region are burdened by high housing costs, which means that they pay more than 30 percent of their income for housing. Forty-two percent of renters and 31 percent of homeowners are burdened by high housing costs. Essentially, households at all income levels can be housing cost burdened.<sup>17</sup>

## 2.4 Jobs and Workforce Trends

San Benito County has a solid economy, with relatively fast-growing Gross Domestic Product (GDP) that is ranked 19th among California's 58 counties according to the U.S. Bureau of Economic Analysis. The county also has a strong GDP growth rate with a 23 percent gain in real GDP between 2010 and 2020.

However, San Benito County's economy is skewed toward goods-producing activities with a strong agricultural production base and value-added food and durable goods manufacturing, which differs from most other California jurisdictions that are dependent on the service sector due to the global outsourcing of the manufacturing supply chain during the deindustrialized 1970's through the 1990's.

### San Benito County's Job Base

San Benito County's economy had 18,815 jobs in 2021, which is represented by the number of jobs by place of work rather than the employment characteristics among residents.<sup>18</sup> In total, 1,080 private business establishments generated 17,420 jobs (excluding the self-employed). The public sector generated another 1,395 jobs. Other key characteristics of the job base are summarized below:

<sup>17</sup> See Appendix Table 8 for housing costs data

<sup>18</sup> See Appendix Table 9 for jobs by industry sector data



- Agriculture production, packing and manufacturing generates 4,170 jobs and is the largest component of San Benito County's job base.<sup>19</sup> The Bureau of Labor Statistics reports that local farms and other agricultural-production businesses hired 1,945 full time workers after adjusting for seasonality.<sup>20</sup> Data Axel reports that food and beverage manufacturers account for 2,220 manufacturing jobs, which amounts to 73 percent of all manufacturing in the county.
- Retail trade and food services (restaurants and bars) generate 1,370 jobs each.
- The health-care sector, dominated by Hazel Hawkins Hospital, generates 1,245 jobs.
- Management and administrative services companies generate 1,030 jobs, consisting of business delivering services to other businesses.
- Public schools generate 1,240 jobs.
- Local governments generate 840 jobs.
- Non-agricultural manufacturing generates 820 jobs. This sector includes 535 jobs manufacturing of pharmaceuticals and chemicals, and
- Transportation accounts for 780 jobs, which includes the recently opened Amazon Last Mile facility.

San Benito County's job base has two significant weaknesses:

- The professional service sector is very weak with only 260 San Benito County based jobs. In comparison, professional services account for 13 percent of all jobs in Santa Clara County. A high percentage of the jobs created by global technology companies (like Apple) are in the professional services category, and;
- Health services is also very weak in San Benito County as it accounts for only 7 percent of all jobs compared to 14 percent of all jobs in California. The sector's weakness is magnified by San Benito County's dependence on the hospital as the dominant health employer.

## Job Growth

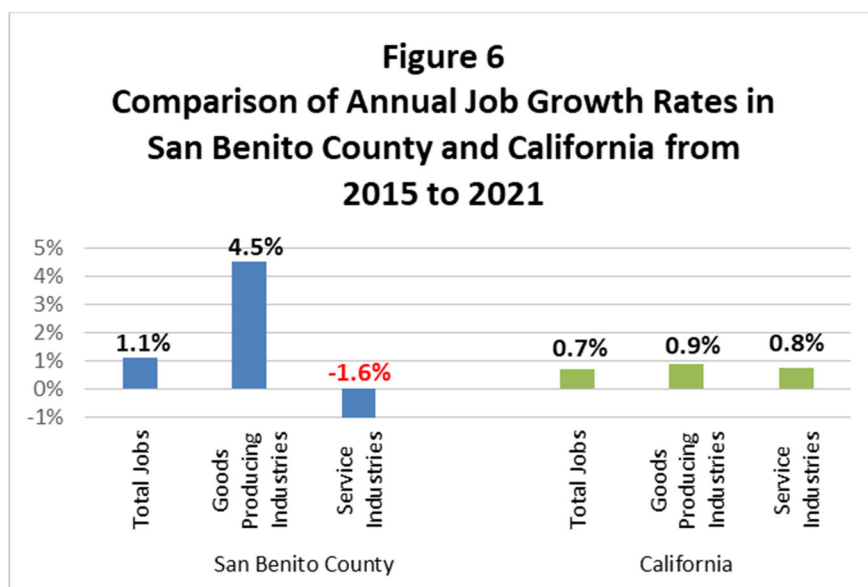
San Benito County's job growth rates have outperformed the region and California overall since 2015 as shown in Figure 6 below. Some important takeaways from the job growth data are summarized below:<sup>21</sup>

- San Benito County added 1,080 new jobs between 2015 and 2021. This is a small number of new jobs, but it is significant growth within a small economy.
- New jobs in San Benito County expanded at a 1.1 percent annual growth rate between 2015 and 2021. The county's job growth rate exceeded the job growth rate in the region and California overall.
- Agriculture, mining, construction, and manufacturing are the goods producing sectors that generated 1,540 new jobs. The basic goods producing sector expanded at a mind-blowing 4.5 percent annual growth rate, which is more than four times the production growth rates in the region and California overall.
- However, San Benito County lost nearly 720 service sector jobs between 2015 and 2021. This is a problematic constraint given the county's location next door to the Silicon Valley, which has many global technology companies that are loaded with high paying professional and scientific service jobs.

19 See Appendix Table 9 for jobs by industry sector data. The number combines total agricultural production jobs with 73% of San Benito County's manufacturing jobs that produce food and beverage products as reported by Data Axel.

20 The BLS and California EDD produces annual average employment counts by industry sector, which adjusts for the annual labor market booms and busts. The seasonality of agricultural employment is significant when employers need to hire workers for harvest season but then may let workers go with little work during the winter months.

21 See Appendix Table 10 for more job growth data.



Data from the U.S. Bureau of Economic Analysis provides some additional insight on the local economy.

- San Benito County's job growth rate between 2010 and 2021 surpassed that of 49 California counties and trailed eight counties, and;
- The county's job growth rate also outperformed the nationwide rate of job growth during the 11-year time period.

## Major Employers

Data Axle, a business research service company identifies sixteen private employers in San Benito County that employ more than ninety-nine workers. Earthbound Farms in San Juan Bautista is the largest establishment with 1,100 employees as shown in Figure 7. Hazel Hawkins Hospital is the largest employer in Hollister with approximately 715 employees. Other key findings are listed below:

- Seven are food producers, distributors or manufacturers;
- Four are durable goods (not food) manufacturers;
- Thirteen are located in Hollister, three in San Juan Bautista, one in Aromas<sup>22</sup>, and;
- Twelve large employers are goods producing firms.

<sup>22</sup> Aromas is a Census Designated Place with 2,700 residents that straddles both San Benito and Monterey Counties.

Figure 7 Largest Private Sector Employers, San Benito County, 2022			
Large Employers	Location	Industry	Employer Size Class
Earthbound Farms	San Juan Bautista	Food & Beverage Manufacturing	1,100
Hazel Hawkins Hospital	Hollister	Hospital	715
San Benito Foods	Hollister	Food Manufacturing and Canning	600
True Leaf Farms	San Juan Bautista	Crop Farming	400
Pacific Scientific Energetic	Hollister	Explosives Manufacturing	300
Denise & Filice Packing Co	Hollister	Food Manufacturing	230
Amazon Facility	Hollister	Delivery Services	200
Alpha Teknova	Hollister	Pharmaceutical Manufacturing	180
Corbin Sparrow Electric Vehicle	Hollister	Durable Goods Wholesalers	180
GraniteRock	Aromas	Gravel Mining	180
Target	Hollister	Discount Stores	150
Casa De Fruita Restaurant	Hollister	Food Service	150
Nob Hill Foods	Hollister	Supermarkets	130
Willis Construction Co Inc	San Juan Bautista	Concrete Product Manufacturing	120
Trical Inc	Hollister	Agricultural Support Activities	100

Source: Data Axel

Analysis: Wahlstrom &amp; Associates and Marie Jones Consulting

## Available Workforce

San Benito County has consistently experienced higher unemployment rates than the statewide average. However, the unemployment rate in San Benito and neighboring Santa Clara Counties has been in a steady decline since early 2021. The most recent (January 2023) Labor Market Bulletin published by EDD states that the county's unemployment rate dropped to 4.6 percent and Santa Clara County is at a historically low 2.0 unemployment rate. This means San Benito County has approximately 1,300 unemployed residents that are seeking work. The estimating methods are summarized below:

- San Benito County's population is 65,500.
- The population between the ages of 18 and 65 is 43,300.
- The labor force participation rate is 66 percent as reported by the EDD.
- 28,500 SBC county residents participate in the labor force.
- San Benito County has 27,200 employed residents. Some work for San Benito County employers and others commute to work out of county.
- Approximately 1,300 residents are unemployed and seeking work.

The extreme labor shortage explains why local employers in every sector of the economy have a challenging time hiring and retaining workers.

## Commuting and Commuters

San Benito County has a dynamic economy with many people residing far and driving long distances from their home to their place of work. Unfortunately, the available data on where people live and work that is nearly ten years old is extracted from a Special Report of 2009 to 2013 County-to-County Commuting Flows. As of a decade ago, 24 percent of the jobs located in San Benito County are held by out of county commuters; nearly half (49 percent) of residents that are in the employed workforce commute out-of-county and the other half of

the workforce is employed by San Benito County based businesses.<sup>23</sup> Estimates of the number of residents that commute to work out of San Benito County utilize these percentages. The highlights are below:

- Public and private sector employers located in San Benito County employ 16,450 workers (as previously reported);
- Local employers hire approximately 12,250 San Benito County based workers along with 4,200 out-of-county workers that commute into San Benito County;
- Approximately 27,200 San Benito County residents are employed workers (as previously reported);
- Approximately 16,700 commute to work out-of-county, which includes 4,200 local jobs that rely on out-of-county workers and 12,520 net out commuters, and;
- Thirty-eight percent of out-of-county commuters work in Santa Clara County and 11 percent work in Monterey or Santa Cruz Counties.

### **Potential to Recruit Out-of-County Commuters to Work in San Benito County**

The above data indicates that local employers create nearly as many jobs as there are out-of-county commuters. The out-of-county commuting along roads and highways that were not designed for the current usage creates significant traffic congestion and extended travel time to work, which has reduced the quality of life for residents and made it difficult to engage in business activities.

Consequently, economic development efforts have focused on attracting more business into San Benito County with the theory that out-of-county commuters will be eager to switch jobs and work locally. But the question is, “would they?” Of course, the vast majority of out-of-county commuters would like to reduce their time in the car and work closer to home. But that desire to work close to home is balanced by career portability, wages and salary, costs of living and other factors.

Data in Figure 8 provides some insight into the potential to reduce the out-of-county commuting traffic congestion by attracting more business into the county:

- More than 8,000 residents that are commuting out of the county are employed in working-class sectors such as construction, trade and warehousing, retail trade, health services and public education.
- These types of jobs are not easy “attraction” targets because they are tied to other local economies and are thus not portable.
- For example, there are 1,575 construction jobs based in the county while there are 3,070 employed residents who work in the construction industry, indicating a net out-commuting of 1,495 workers. In addition, San Benito County construction firms hire approximately 470 workers that live out of county, which means there are at least 1,965 residents employed in construction that work outside of the county. Similarly, at least 2,365 residents in health services work outside of the county and 2,430 residents in the retail sector also work out of the county.
- Over representation of county residents in these industries indicate that San Benito County functions primarily as a working-class bedroom community for the more expensive counties to the North and West.
- It is also worth noting that many of these industries have non-traditional work hours that may make San Benito County more attractive as the commute to Silicon Valley and Monterey is a little easier for people employed in these industries. For example, construction and teaching jobs often start at 7:00 and end at 3:30. Retail jobs are typically 10:00 to 6:00, and health care jobs are on staggered shifts.

That said, it might be possible to recruit one or more tech sector firms that might then hire some of the 2,350 professional, technical and scientific workers that commute out of county. Of course, successful recruitment of a tech firm or two will have minimal impact on out-commuting because more than 80 percent of the out commuting is not related to the tech sector, and only a portion of the tech workers commuting out can be retained to stay in the county because a worker's willingness to switch jobs depends on a good fit between the job opening and the skills and experience of a particular worker.

**Figure 8**  
**Employment by Industry Characteristics Among Out-of-County Commuters, 2021**

	San Benito County Jobs	% Total	County Residents Employed	% Total	Out of County Jobs	Outcommuters not Employed Locally	Out of County Commuters
<b>Goods Producing</b>							
Agricultural, Forestry & Fishing	1,945	10%	1,850	7%	0	290	290
Mining	180	1%	100	0%	0	20	20
<b>Construction</b>	<b>1,575</b>	<b>8%</b>	<b>3,070</b>	<b>11%</b>	<b>1,495</b>	<b>470</b>	<b>1,965</b>
<b>Manufacturing</b>	<b>3,045</b>	<b>16%</b>	<b>3,260</b>	<b>12%</b>	<b>215</b>	<b>500</b>	<b>715</b>
<b>Service Providing</b>							
Utilities	40	0%	390	1%	350	60	410
<b>Wholesale Trade, Warehousing &amp; Storage</b>	<b>345</b>	<b>2%</b>	<b>900</b>	<b>3%</b>	<b>555</b>	<b>140</b>	<b>695</b>
<b>Retail Trade</b>	<b>1,370</b>	<b>7%</b>	<b>3,290</b>	<b>12%</b>	<b>1,920</b>	<b>510</b>	<b>2,430</b>
Transportation	780	4%	970	4%	190	150	340
Information	40	0%	390	1%	350	60	410
Financial & Insurance	200	1%	580	2%	380	90	470
Real Estate Rental & Leasing	160	1%	410	2%	250	60	310
<b>Professional &amp; Technical Services</b>	<b>260</b>	<b>1%</b>	<b>2,260</b>	<b>8%</b>	<b>2,000</b>	<b>350</b>	<b>2,350</b>
Management & Administrative Services	1,030	5%	1,310	5%	280	200	480
Waste Management	75	0%	NA	NA			
Management & Administrative Services	60	0%	1,310	5%	1,250		
Waste Management	1,245	7%	NA	NA			
Private Education	125	1%	NA	NA			
<b>Health Services</b>	<b>1,245</b>	<b>7%</b>	<b>3,130</b>	<b>12%</b>	<b>1,885</b>	<b>480</b>	<b>2,365</b>
Arts, Entertainment & Recreation	125	1%	490	2%	365	80	445
Lodging	110	1%	130	0%	20	20	40
Food Services	1,370	7%	1,630	6%	260	250	510
<b>Other Services</b>	<b>475</b>	<b>3%</b>	<b>1,080</b>	<b>4%</b>	<b>605</b>	<b>170</b>	<b>775</b>
<b>Government</b>							
Federal Government	115	1%	110	0%	0	20	20
State Government	85	0%	NA	NA			
Local Government							
<b>Public Education</b>	<b>1,240</b>	<b>7%</b>	<b>2,260</b>	<b>8%</b>	<b>1,020</b>	<b>350</b>	<b>1,370</b>
Public Administration	840	4%	1,215	4%	375	190	565
Other Local Government	735	4%	NA	NA			
<b>Total Employment</b>	<b>18,815</b>		<b>27,200</b>		<b>12,520</b>	<b>4,200</b>	<b>16,700</b>

Data Sources: Jobs from U.S. Bureau of Labor Statistics; Employment from US Census, 2023

Analysis: Wahlstrom & Associates and Marie Jones Consulting

Note: Column 1 measures number of jobs by industry sector generated by San Benito County employers.

Note: Column 2 measures employment by industry sector among San Benito County residents.

Note: Column 3 measures the net number of workers commuting out of San Benito County.

Note: Column 4 estimates the industry mix of additional out commuters assuming that 24% of San Benito County based jobs are taken by out of county commuters.

Note: Column 5 combines the net number of out commuters with the additional 4,200 out of county workers employed at San Benito County businesses. Column 3 + Column 4

## 2.5 Economic Context Summary, Findings and Implications

### Findings

- San Benito County is a majority Latino community with a workforce that employers rely on to fill many low-wage jobs in agriculture, construction and food services.
- A relatively high percentage of San Benito County residents that did not pursue formal education beyond High School limits efforts to attract new business that require professional, technical or scientific expertise. New technology-oriented companies attracted might need to rely on a high percentage of out of county commuters.
- San Benito County added 4,000 new residents since 2019 while Santa Clara County lost 50,000 residents and California overall lost 500,000 residents.
- San Benito County households earn only half of Santa Clara County's household incomes.
- San Benito County's median home price of \$842,400 is 9.5 percent higher than California home prices. Santa Clara County home prices are more than double California housing prices.
- San Benito County based establishments generate 18,815 jobs.
- Local business establishments generate 2,000 + more jobs as there are out of county commuters.
- Unlike most California counties San Benito County's economy is skewed toward goods-producing activities rather than the service sector.
- Agriculture is the largest component of San Benito County's job base when combining agricultural production with food and beverage manufacturers. Crop production output combined with value added manufacturing are combined to form an agricultural production cluster.
- Other significant sectors of the economy include construction, retail, food services, health care, durable goods manufacturing, public education, and management and administrative services.
- Professional services and health care are two significant weaknesses of the economy.
- More than 8,000 out of the county commuters work in the business sectors of construction, retail trade, health services and public education. It will be nearly impossible to attract these place-based establishments that do business within a small market venue and are unlikely to succeed in a new location away from their traditional market area.
- Approximately 2,300 professional, technical and scientific workers commute out of county. A portion of them could be attracted back to work locally, but efforts to attract global technology companies will be constrained by a workforce of San Benito County residents with relatively low levels of education.

### Implications

- Attraction efforts focused on reducing out of county commuting to jobs in construction, retail, health care and public education will not be successful.
- Efforts to attract global technology companies that hire a significant percentage of professional, technical and scientific workers could be possible under the right conditions. However, new tech companies may need to recruit a substantial percentage of out of county workers, some of whom will relocate to San Benito County. An influx of high-wage workers will not necessarily reduce commuting, but will drive up housing prices and rents. Upward pressure on the housing market will either force new home construction and/or cause the displacement of low-income residents.

### 3. STRENGTHS, WEAKNESSES, OPPORTUNITIES & THREATS (SWOT)

A summary of San Benito County's economic development strengths, weaknesses, opportunities and threats (SWOT) are described below.

#### 3.1 Strengths

Strengths are the region's relative competitive advantages and are internal in nature. San Benito County's strengths include:

- Strategic location. San Benito County is Santa Clara County's next-door neighbor, and its strategic location is within a short drive away from the global technology companies in Silicon Valley. San Benito County's strategic location has attracted Silicon Valley investment in experimental aircraft, and pharmaceutical and semiconductor manufacturing.
- Hollister Airport. Unique Hollister Airport allows businesses to lease or purchase hangers outside the airport and still have direct access to the runways.
- Strong local employers with potential to expand.
- Good workforce that fits San Benito County's goods-producing business sectors.
- Great climate. San Benito County has world-class scenic beauty, a great climate and bucolic rural areas.
- Great soils support a strong and diverse agriculture base. Farming, packing and shipping of agriculture is San Benito County's largest industry and supports more than 4,000 jobs. Earthbound Farms is the county's largest employer.
- Visitor attractions, and high-quality amenities. San Juan Bautista and Hollister both have attractive historic downtown districts. Pinnacles National Park is the most famous of many outdoor recreation destinations.
- Access to large regional workforce. Local employers can ease the workforce shortage by recruiting out of county workers who will face an easy reverse commute.
- Lots of developable land, some with existing sewer and water services.
- Lower housing costs than neighboring Santa Clara County.



#### 3.2 Weaknesses

The region's relative competitive weaknesses are listed below:

- Wastewater treatment is unavailable in many unincorporated areas. Even significant proposed land development projects within the unincorporated county must either rely on septic or fund costly connections to the Hollister (i.e. regional) Wastewater Treatment Plant.
- PG&E can no longer assure that new commercial buildings can access electricity from the Hollister substation. The Hollister substation must be updated by PG&E at a cost of many millions.
- Highways 152, 25, and 156 that connect to Santa Clara and Monterey Counties are highly congested with 16,700 commuters traveling out of the county each day. Time wasted in traffic is unproductive for both businesses and workers.



- Hiring challenges for all businesses. A workforce shortage makes it difficult to fill jobs for nearly all business establishments. The low 4.6 percent unemployment rate (1,300 active job seekers) is a historically sparse number of unemployed workers.
- Shortage of workers with advanced education degrees constrains efforts to attract Santa Clara County based global technology companies.
- Lack of access to higher-education institutions restricts efforts to prepare the workforce for the digitalization of industry and other skills training needed to compete in today's economy. Fortunately, construction should start this year on a new 35,000 square foot Gavilan College campus.
- Broadband services are inconsistent and generally unavailable outside the Hollister and San Juan Bautista urban areas. Internet connectivity to homes and businesses is inadequate.
- A shortage of arts and entertainment activities.
- Many outdoor recreation facilities lack amenities. Although San Benito County has a lot of beauty, walking, running, and bicycle access is limited by the lack of prepared and maintained trails, parks, and outdoor exercise areas.
- High housing costs
- Shortage of both for sale and rental housing.
- Inconsistent access to quality, affordable childcare.
- Rural areas lack access to commercial services, transportation, jobs and business services.
- Public schools have a sometime underserved, negative reputation.
- Congested roadways impact family life and worker productivity.

### 3.3 Opportunities

Weaknesses are chances or occasions for regional improvement or progress.

- Expand additional solar power facilities or other forms of alternative green energy initiatives to reduce the reliance on PG&E as the sole provider of electricity.
- Fund the Hollister substation upgrade by establishing an Enhanced Infrastructure Finance District (EIFD). This would reduce the reliance on new PG&E investments and fund the ability to deliver ongoing electrical power.<sup>24</sup>
- Assist existing businesses to expand through good planning, streamlined approvals, targeted workforce training and funding made available to assist small business.
- Expanding the supply of all housing types puts downward pressure on housing prices and rents. Housing types that should be expanded include tiny homes, ADUs, workforce and affordable housing, and market rate units.
- Attract new higher density smart growth developments with multifamily housing units, residential and commercial mixed uses along with great public spaces. Smart growth development will reduce the conflict between pro-development and pro-resource protection groups in San Benito County.
- Leverage the arts as an economic development initiative. This includes public art, murals, a pro-active effort to attract artists, and the creation of multi-purpose artist workspace, venues for music, theater, and performing arts.

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<sup>24</sup> Attached link describes how EIFD's work. <https://scag.ca.gov/post/enhanced-infrastructure-financing-district-eifd>



- Continue to expand all transportation modes (roads, bike lanes, walkways) to connect residents to education, jobs and healthcare facilities.
- Continue to encourage walking and biking everywhere by making existing roads more bicycle and pedestrian friendly and safe. Also, construct bikeways, walkways and running paths away from the streets.
- Prepare residents for the digitalization of nearly every business, which will require the workforce to have significant digital dexterity within nearly every business sector of the economy.<sup>25</sup>
- Connect youth to the workforce with training, screening, transportation, mentoring, compensation, internship and leadership programs.
- Continue to leverage local, State and Federal funds and programs for economic development and diversification, renewable energy, housing assistance, infrastructure improvements and economic equity.
- Leverage local, State and Federal funds and programs for major transportation initiatives such as the SR152 (25, 156) commercial corridor improvements, funding a safe and efficient connection between CA5 and CA101 and funding High Speed Rail (HSR) over the Pacheco Pass.
- Establish a community college campus and expand workforce training opportunities and career development support within San Benito County.
- Re-imagine downtown Hollister and San Juan Bautista as higher density communities.

### 3.4 Threats

Threats are chances or occasions for negative impacts on the region or regional decline.

- More frequent droughts, flooding, wildfires and other severe weather events associated with climate change.
- Nearby earthquake faults and an actual earthquake that causes significant visible damage. San Benito County is near the center of the 1989 Loma Prieta Earthquake that destroyed downtown Santa Cruz and severely damaged downtown Hollister.
- Inadequate funding to maintain and improve the existing water, sewer, flood control, storm drains and roadway systems.
- Changing consumer and worker behavior during the COVID-19 pandemic threatened the economic viability of each downtown district. The pandemic accelerated a more severe shift toward online shopping that continues today with a general reluctance to return to “normal” consumer behavior. Remote work lifestyle has also changed consumer-shopping behavior.
- Access to health care for both residents and businesses is under threat by the potential closure of Hazel Hawkins Hospital.
- Ongoing tension between pro-development efforts with individuals and community groups dedicated to preserving the existing landscape. These tensions sometimes generate inconsistent approaches and attitudes about real estate development, business attraction and environmental protection.
- The collaboration between San Benito County and the two cities is sometimes inconsistent.

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<sup>25</sup> <https://www.indeed.com/career-advice/career-development/digital-skills>

- Some segments of residents are not involved in community and civic life, and currently have few resources to answer concerns and questions about planning, government, land use and other civic issues.

## 4. ECONOMIC DEVELOPMENT MISSION STATEMENT AND GOALS

The CEDS Strategy Committee, comprised of individuals from business advocacy organizations, business owners, local government, and non-profits, gathered together over three meetings to discuss San Benito County's economy, their economic development goals and the priority initiatives. The Committee collaborated to articulate the vision, goals, and objectives that are documented in this report. The mission statement and goals that the Committee adopted to guide the ongoing economic development initiatives are described below.

### 4.1 Mission Statement

The Mission Statement adopted by the CEDS Strategy Committee is to:

*“Work collaboratively to build our sustainable and resilient economy to foster innovation and inclusively to support efforts to work locally while earning living wages.”*

Committee's vision to guide future actions is as follows:

- Support the production sectors of manufacturing, aerospace, biomedical devices and agriculture.
- Stabilize the health care sector.
- Engage in proactive workforce development from K-12 to career through vocational training and college by focusing on the strengths of the diverse community.
- Expand and strengthen entrepreneurship.
- Focus on smart growth through infill development and the preservation of open space and agricultural lands.
- Develop affordable and walkable live-work-play communities.
- Develop an interconnected multi-modal transportation network.
- Expand tourism connections to open space, agriculture, history, and cultural strengths and resources.

### 4.2 Economic Development Goals

The CEDS Strategy Committee also agreed upon four economic development goals and objectives that are described below.

#### **Goal #1: Leverage the County's Economic Strengths -**

- Grow the agricultural technology, energy, research and aeronautical sectors of San Benito County's economy.
- Construct and maintain the backbone infrastructure systems.
- Strengthen the Value-Added Sectors of the economy.
- Build synergisms between tourism, agriculture, history, culture, and open-space assets.

## **Goal #2: Expand Equitable Communitywide Prosperity -**

- Bring broadband connectivity to San Benito County.
- Focus on infill development.
- Expand the supply of housing (including affordable housing for workers).
- Provide good, affordable child care

## **Goal #3: Support People -**

- Upskill the digital and vocational skills of the workforce.
- Support entrepreneurship
- Provide opportunities for county residents to establish careers

## **Goal #4: Increase Economic Resilience -**

- Develop energy solutions to reduce dependence on PG&E.
- Develop new water-storage and flood-control management infrastructure.
- Prepare for extreme climate or man-made events such as drought, floods, wildfires and mass shootings.
- Prepare for a potential significant earthquake.
- Provide businesses and residents with opportunities to learn about cyber security to prevent identity and on-line theft.
- Provide businesses and residents with opportunities to reduce or prevent property crime and improve physical security

## 5. ECONOMIC DEVELOPMENT INITIATIVES

Sixteen fundable economic development initiatives were identified during three meetings with the CEDS Strategy Committee, stakeholder interviews, and a survey that was distributed to forty civic groups and non-profit organizations. All of the initiatives described below are in progress toward implementation. Most are backed with private funding and in the process of being approved (or not) by one or more local government jurisdictions. The various initiatives are compiled into a summary chart that can be viewed in Appendix B, which is sorted into three categories:

- Initiatives that affect all of San Benito County or are proposed to be located in the unincorporated area.
- Initiatives that are exclusive to the City of Hollister
- Initiatives that are exclusive to the City of San Juan Bautista

### 5.1 Countywide or Unincorporated San Benito County Initiatives

#### **Urgent Ongoing Initiatives**

##### **Initiative #1: Retain Hospital Facilities in San Benito County**

The current hospital that is located in the City of Hollister, is a vital facility that delivers health care services to San Benito County residents. However, the hospital's financial difficulties may force the facility to close. If the hospital does close, it is critical to attract an alternative provider of health services to reuse the site.

A closed hospital would be a big blow to the local economy, negatively affecting the business climate and residents' quality of life. More directly, BenitoLink<sup>26</sup> reported that the hospital closure would eliminate 578 staff jobs and 136 physician jobs, which accounts for 57 percent of San Benito County's health care jobs. Additional indirect and induced jobs from businesses that do business with the hospital will also be lost, along with household income, business revenue, and spending from all of these employees.

San Benito County's collective energy is focused on maintaining the hospital as a viable entity. As of this moment the situation is very fluid. Regional stakeholders are actively engaged in discussions with hospital management to find a new health care provider or a partner for the current hospital. At this time the costs of maintaining, improving, or adaptively reusing the existing hospital facilities are unknown.

##### **Initiative #2: Generate New Electrical Power Needed to Support Additional Business Activities**

The Hollister substation that serves most of San Benito County can no longer guarantee that new commercial facilities can access electrical power. This means that the substation must be updated or an alternative micro-grid with renewable energy must be added to support new business growth.

PG&E is in the design phase of increasing capacity at the Hollister substation, and it is unclear when new electrical power can be generated. This leaves several pending commercial construction projects with no available power for possibly years. The lack of sufficient electrical power capacity could shut down most of San Benito County for new business growth and damage the local economy.

San Benito County's economic development stakeholders should proceed on two paths to generate new electrical power:

- Work collaboratively with PG&E on innovative financing solutions to upgrade the Hollister substation's capacity so it can produce more electrical power. The establishment of an Enhanced Infrastructure

<sup>26</sup> BenitoLink is an online news source.

Finance District (EIFD) to help fund a new substation should be considered along with assistance from the State Legislature or the Governor's Office.

- Explore all renewable and green energy options to increase the electrical power supply and explore the possibility of establishing a micro-grid for the area served by the Hollister Airport substation.

The cost to upgrade the existing substation is unknown but will likely amount to millions of dollars. The costs for renewable and green energy options are also unknown.

### **Initiative #3: Develop a New College Campus**

A 70-acre site at Fairview Corners was purchased to develop a new Gavilan Community College campus that will include a 35,000 square foot building for classrooms, labs, and a community meeting space, along with 150 parking spaces. The new community college campus will create jobs and provide critical educational facilities and services needed to make San Benito County a more attractive place to live and work.

The initiative is funded by a \$60 million bond measure that was approved in 2018. Funding for the entire project will be used to complete the main campus building along with the offsite roadway and access improvements, wastewater treatment, and an extension of water and power to the site.

At this time the initiative is smoothly moving toward implementation. The application for PG&E electrical power was approved prior to the current shortage. Construction is expected to start once the State architect approves the project, which should happen in 2023. Additional funding will be needed to support the future build out of the entire campus site with additional classroom space, athletic fields, and other amenities.

### **Initiatives that may take 1 to 3 Years to Implement**

#### **Initiative #4: Expand the Youth Empowerment Hub (YEHUB)**

The Youth Empowerment Hub is a facility located in downtown Hollister where young people from low-income and immigrant households can receive support to finish high school and/or assistance to enroll in a community college and/or assistance to select a non-college employment option by learning a trade skill or starting a business. Young people who are at risk of not entering the workforce can use the facility's study areas that have computers with Internet access, career and employment search/application assistance, mentorship in life skills, social and emotional support, housing assistance, and job readiness preparation. Experiences from the HUB can help young people become an important segment of San Benito County's workforce and overcome trauma and cycles of poverty that limit their opportunities to reach their full potential.

The non-profit organization that manages the YEHUB is an ongoing successful entity that rents a 9,000 square feet building used for afterschool programs, community outreach and youth and family support services. A portion of the rental space is dedicated for the YEHUB, and there is a desire to expand the YEHUB space in order to improve the quality and depth services that can be delivered.

Expansion of the YEHUB will require the current facility to be renovated, or a larger building will need to be purchased. Renovation of the existing building that they rent could be accomplished for less than \$50,000. Purchasing a larger new building near their current location is likely to cost about \$3 million. However, no funding has been secured for either option.

Assisting low-income immigrant youth to complete high school, apply for community college, engage in trade skills training, and/or start their own business generates long-term economic development benefits. The YEHUB also improves family and community stability, reduces the potential for long-term social problems (such as homelessness) and prepares young people to be more ready to enter the workforce.

### **Initiative #5: Implement the Proposed Automotive Research and Testing Facilities at Highway 156 and San Felipe Road**

Private investors proposed to develop a 230-acre site for auto technology research that features 2.5 miles of track to be used for testing all types of motor vehicles. The proposed development would also include one hundred high-end commercial garage spaces that is hoped to attract car collectors, mechanics, and other individuals and businesses engaged in motor vehicle research. The development may also include a public events center, a trade school, and other auto tech businesses. Some other features of the proposed project are summarized below:

- A 25-acre section of the site located apart from the testing facilities would be developed for a truck stop with a restaurant, a convenience market and a hotel.
- The proposed initiative may transform Hollister and San Benito County into an automobile research and testing destination.
- The project developer anticipates that the proposed initiative will require a \$130 million private investment. At this time there is no request for public funding assistance.
- The site is located in the unincorporated county outside of the Hollister “Sphere of Influence”. The Local Agency Formation Commission (LAFCO) will need to approve annexation into the city. The proposed project also needs to be approved by San Benito County and the City of Hollister...

### **Initiative 6: Implement the Proposed Commercial Center Within the Santana Ranch Subdivision**

Santana Ranch is an existing subdivision located on 300-acres of land in unincorporated San Benito County, just east of the City of Hollister. A new commercial center has been proposed on 10-acres of undeveloped land within the existing subdivision.

A new commercial center that will require \$30 million of private investment would keep more shoppers local, reduce traffic leaving the county and create new jobs. Some, but not all of the funding has been secured. A conceptual design of the site has been prepared.

### **Initiative #7: Implement the Commercial Development Project at Hwy. 101 and Betabel Road**

A 26-acre site located near the Highway 101 and Betabel Road interchange is envisioned to be a “1950s vintage road-side experience” with nearly 110,000 square feet of commercial space, a gas station, a convenience store, a restaurant, up to five amusement buildings, a visitor center, and a three-story motel with an outdoor movie screen. The proposed project also includes nature trails and a raptor-rehabilitation center. If implemented the new commercial development will create 75 to 100 fulltime jobs plus significant tax revenue for San Benito County.

The proposed project’s use permit and Environmental Impact Report (EIR) were recently finalized and approved by San Benito County. However, the development has been contested in court for more than one year and continues to face significant local opposition. Two non-profit organizations (the Center for Biological Diversity and Protect San Benito County) filed a lawsuit challenging the validity of the EIR and the process of preparing the report. The groups asked a judge to order the County Board of Supervisors to reverse the previous approvals due to their claim that the proposed project harms and disrupts one of the last remaining wildlife corridors between the Santa Cruz Mountains and the Gabilan Range in San Benito County. At this time, the project is on hold, and it is unclear when or if the legal issues will be resolved.

Total build-out costs are unknown, but the proposed project will be privately funded, and no public subsidies have been requested.

## Ongoing Long-Term Initiatives

### **Initiative #8: Improve Internet Access for All Businesses and Residents**

An important long-term economic development initiative is to build fiber optic infrastructure to deliver high-speed Internet service to nearly all San Benito County residents and businesses. The goal is to serve the county's rural areas and small communities, not just the two cities, which already have decent Internet connections. Good Internet access is necessary to improve the quality of life among existing residents, and for San Benito County to be a viable business location, and for the area to be a more attractive location for remote workers to reside.

A multi-million-dollar investment is needed to build a fiber optic network that connects Hollister with San Juan Bautista and the county's rural areas. Partial funding may be available from the State of California, which allocated \$6 billion to fund Internet access to rural areas. Additional funding may be available from the Monterey Bay Economic Partnership, which secured a \$1 million California Public Utilities Commission (CPUC) grant to expand broadband in Monterey, Santa Cruz, and San Benito Counties. The grant will be disbursed over five years.

At least one private Internet provider is interested in investing in fiber optic infrastructure that connects Hollister with San Juan Bautista and the rural areas between the two cities. The Rural County Representatives of California is administering a grant and has selected a consultant to prepare a Broadband Strategic Plan for San Benito County.

### **Initiative #9: Establish a Countywide Tourism Initiative**

A countywide tourism initiative, managed by a single organization, should capitalize on the county's two significant visitor attractions: the San Juan Bautista Historical District and Pinnacles National Park. An effective regional tourism initiative could also connect the main attractions with other potential tourism assets such as hiking, farmers markets, and winery and agricultural tours, all of which are under-promoted. More tourism will generate additional jobs, income, and tax revenue, without a significant strain on the demand for housing and public services.

Effective regional visitor promotion of the entire region could cost \$300,000 to \$500,000 per year. This level of funding could support a visitor information center, the management of websites, proactive marketing, data collection and reporting, assistance, participation in state and regional tourism initiatives, coordination with Pinnacles National Park, and the initiation of new tourism initiatives.

Currently, San Benito County's tourism-promotion efforts are disconnected from undertakings initiated by San Juan Bautista and Downtown Hollister's farmer's markets and other special events. San Benito County has funded a Wine Heritage District Feasibility Study to determine the feasibility and practicality of establishing a Tourism Improvement District. This initiative has stalled, and some visitor-serving businesses engaged in this effort are discouraged.

### **Initiative #10: Develop the Proposed Autonomous Vehicle Innovation Park**

The Autonomous Vehicle Innovation Park is proposed as a research and development facility to test autonomous vehicle technologies. The vision for the project is to develop and manage a premier automotive proving ground facility near Silicon Valley that would be used to safely conduct extreme tests, develop vehicles and technologies in a closed, secure environment, and to test and validate products prior to introducing them to the marketplace. The proposed project would include:

New business space for manufacturing vehicles and components and a driver-experience center; 1,077-acres of technology testing grounds, a 127-acre research park, a 24-acre commercial site and a 253-acre area reserved for E-Commerce facilities; 227 acres of agriculture, a 252-acre greenway, a 394-acre Pajaro River preserve and a 153-acre habitat preserve, and: Nearly 300 acres of infrastructure, water storage and right-of-



way. Proponents state that the proposed project will create more than 18,000 construction jobs and 5,000 permanent direct jobs for a variety of professions ranging from automotive engineers and software developers to truck drivers and cashiers. At full build-out, the permanent jobs would generate \$660 million in annual payroll.

Project costs and the potential need for public funding are unknown. Investors have established a showroom space in Hollister where the general public can learn more about the proposed project. A Draft EIR was in the works but in March 2023 the project developer asked the county to pause its work on the project's application, which has placed the EIR workplan on hold with no projected date for when it might resume.

### **Initiative #11: Expand Outdoor Recreation**

Additional recreational areas for runners, bikers, and walkers will provide health benefits to residents and make the area more attractive for visitors and future residents. A regional effort to expand outdoor recreation will improve the quality of life and make San Benito County a more desirable place to live and work. Below is a description of other efforts to expand outdoor education:

- San Benito County received a \$2.4 million grant from the State to build a regional park on seventy acres of undeveloped land located along River Parkway. The park will be built in three phases starting in the fall 2023 with a 93-space parking lot that will cost about \$1.1 million, mostly funded by last year's \$750,000 allocation from the State budget. It is unclear if additional funding will be needed to complete construction. Funding for amenities such as exercise stations, cross-country courses, playgrounds, etc. may be available through a state grant.
- The City of San Juan Bautista (SJB) promotes the use of nearby recreational trails, but new funding will be needed along with improved promotion to encourage residents to hike, get outdoors, and explore the area.
- The San Benito Agricultural Land Trust and its partners plan to identify private lands that can support additional trails and determine the feasibility of using trail easements on private property. The design of this initiative was completed with a state grant that funded efforts to meet with interested landowners.
- The Pinnacles Gateway Partners is an ongoing effort by citizens and the County Chamber of Commerce to spread the benefits of tourism surrounding the National Park.

## **5.2 City of Hollister Initiatives**

### **Ongoing Long Term Initiatives**

#### **Initiative #12: Revitalize Downtown Hollister**

Numerous historic buildings are in need of repair and revitalization for the foundation of downtown Hollister. The ongoing revitalization effort is a constantly changing and improving dynamic process limited by scarce fiscal resources and managed as a partnership between the City of Hollister, the Hollister Downtown Association (HDA), and the local business community.

The City relies on HDA to run the special events that provide free entertainment and attract thousands of visitors. The 2023 special events are anticipated to attract more than 65,000 people. Recent accomplishments include:

- Year-around tree lighting;
- The establishment of one-way streets;
- Construction of parklets during COVID;

- An archway as a downtown entryway, and
- Continued promotion of the Farmer's Market

Going forward, the purpose of the revitalization effort should be to attract new investment into the vacant and underutilized commercial spaces, to expand commercial activity, and create new jobs and taxable sales for the City of Hollister. The city may engage in outreach to potential developers and offer incentives in the form of rehabilitation tax credits, grant opportunities, federal preservation funds and other incentives to retrofit downtown historic buildings.

### **Initiative #13: Attract Investors and Developers to Build New Hangers at the Hollister Municipal Airport**

The City of Hollister wants to attract private investors to construct new hangers at the Hollister Municipal Airport that will in turn attract business tenants that can benefit from direct access to the runway. New hangars will make the Airport more attractive to aviation related users that can benefit from access to the runways. Below are some other factors affecting implementation of this initiative:

- The costs of adding new hangers are unknown at this time.
- New investments would most likely be privately funded.
- The City of Hollister owns and manages the airport but lacks the funding to make improvements.

### **Initiative #14: Develop Open Space Taxiways to Allow Businesses Access to the Runways at the Hollister Municipal Airport**

Expanding taxiways at the airport will attract firms that can take advantage of having direct access to a runway surrounding (but not inside) the airport, which will stimulate new business formation and job creation. The taxiways will transform the airport into a more effective economic development asset. The cost of securing the rights-of-way and constructing the taxiways is unknown.

Establishing new taxiways is conceptual and a design and infrastructure plan is being developed to better understand the details of roadway and infrastructure improvements. Public funding may also be required. The City of Hollister is planning to apply for an EDA Grant to support the effort.

## **5.3 City of San Juan Bautista Initiatives**

### **Urgent Ongoing Initiatives**

#### **Initiative #15: Wastewater Treatment Services Compliance Initiative**

The City of San Juan Bautista (SJB) is in the process of installing a six-mile wastewater force main that connects to the Hollister Regional Wastewater Treatment Plant. This initiative is urgent because the City of SJB accumulated more than \$800,000 in fines from the California State Water Resources Control Board for discharging elevated levels of sodium chloride and bacterial pollutants into the Pajaro River. The City of SJB has until December 2023 to become compliant with the U.S. Environmental Protection Agency (EPA) requirements. At this time, the new wastewater treatment plant and environmental studies have been approved, and the City of SJB is currently negotiating project details with the San Benito County Water District. The initiative will place San Juan Bautista in sewer discharge compliance with EPA's wastewater discharge standards. Once connected, San Juan Bautista's existing treatment system will be decommissioned.

Installing a six-mile force main to connect the Hollister Regional Wastewater Treatment Plant is estimated to cost \$18 million. San Juan Bautista's City Council unanimously approved a \$14.6 million bond for the

wastewater project. The bond secured two loans totaling \$10.2 million, along with a \$4.3 million U.S. Department of Agriculture grant.

Beyond EPA compliance, connecting San Juan Bautista's wastewater to the Hollister Regional Wastewater Treatment Plant will allow for the expansion of new residential and business connections, which will generate economic growth and new job creation.

#### **Initiative #16: Develop A New Source of Clean Drinking Water for the City of San Juan Bautista**

The City of San Juan Bautista, the San Benito County Water District, and the West Hills Water Treatment Plant have formed a partnership to construct five miles of pipeline to transport new clean water needed to lower nitrate levels in the public water supply that is used by San Juan Bautista residents and businesses. The new clean water source allows the City of San Juan Bautista to comply with EPA standards.

Cost estimates for the pipeline range between \$12 and \$15 million. Seventy-five percent of the project costs will be funded by a low-interest loan from the U.S. Department of Agriculture (USDA). Customers will absorb the remaining costs. The initiative is in the advanced stage of planning and engineering will proceed soon. Funding has been secured.

A new source of clean water will allow the city to permit more breweries and restaurants, which will attract revenue from visitors, create jobs, and contribute to the tax base.

#### **Initiative #17: City of San Juan Bautista Multi Modal Transportation Project**

This context-sensitive, rural scale transportation center will result enhanced transit patronage and make possible for direct transportation services such as carpool, ride share, van pool and other alternative transportation services for those who walk, bicycle or drive to the Multi-Modal Center for travel to/from any destination from Gilroy to Hollister. The project includes:

- A 7 mile shared pedestrian/bicycle path that terminates prior to the intersection of The Alameda in San Juan Bautista;
- A Multi-Modal Center that can accommodate staging and support improvements for a wide variety of related interconnections (San Juan Elementary School, Anza High School, Anza Trail, Third Street Historical District, Historical State Park and Mission San Juan Bautista);
- Landscaping and visitor center; and
- A gateway, various pedestrian and bicycle touring facilities, and interpretative areas and sites.

## 5.4 Other Economic Development Advocacies and Ideas

A survey sent to approximately forty non-profit community groups combined with in person or telephone/zoom interviews of thirty-one stakeholders yielded fifteen additional suggestions for future economic development initiatives as shown in Figure 9. The majority of these ideas have yet to get some momentum behind them with local government support. Some ideas listed in Figure 8 may never advance beyond an idea; some, however, could gain some significant support and be in position to seek EDA funding.

<b>Figure 9</b> <b>Other Economic Development Advocacies and Ideas</b>	
Protect Prime Agricultural Land	Prepare Third Street Corridor Downtown Improvement Plan (San Juan Bautista)
Place Crop Signs on Farms to Promote Agricultural Tourism	Finish Storm Drain Plan for Industrially Zoned Land (San Juan Bautista)
Add Electric Vehicle Charging Stations Throughout the County	Initiate an Historical Cultural Trail in San Juan Bautista
Create an Entrepreneurship Initiative	Develop New Cold Storage Facilities
Farm and Wine Tours	Establish a Community or Senior Center in San Juan Bautista
Continue to Promote Regular Farmer's Markets (Hollister)	Establish an Agricultural Streambed Maintenance and Water Restoration Program
Develop a Telecommute Center (Hollister)	Establish a New Performing Arts Center in the region

## 6. BENCHMARKS AND PERFORMANCE MEASURES

Progress on all economic development activities will be measured against benchmarks to document progress toward accomplishing the regional economic development goals. The benchmarks ideally measure outcomes, results, and accomplishments rather than process tasks such as making phone calls or attending meetings. The Economic Development Corporation of San Benito County (EDC) with the knowledge of data sources and analytical techniques and with guidance by a stakeholder committee can benchmark the annual accomplishments. Selected measures and outcomes should be reported back to other economic development stakeholders, the EDC board and other economic development partners.

This narrative describes how San Benito County's economic development accomplishments can be annually measured and documented. The performance measures connect back to the economic development goals adopted by the CEDS Strategy Committee as described in Section 4.2 of this report.

### 6.1 Goal #1 Benchmarks: Measurements of San Benito County's Economic Strengths

#### Objective #1A: Expand the Technology, Energy, and Aeronautical Economy

Data Axel, a business research service can provide the data needed to measure growth of the number of firms, employment, and business sales for all private business sectors of San Benito County's economy. The database costs about \$500.

In addition, Dun & Bradstreet's Econovue is a business intelligence database that can track workforce needs and at-risk business sectors.

#### Objective #1B to Construct and Maintain Backbone Infrastructure Systems

Business retention, expansion, and attraction require adequately subdivided sites with correct zoning and access to wastewater treatment, electrical power, storm drainage, water supply and roadways that connect to regional transportation networks. Measuring progress with infrastructure improvements will require data collection since this information is not available online or via other secondary sources.

- Shovel Ready Sites – An inventory of the available business sites that are properly zoned and have adequate infrastructure services should be prepared and periodically updated. The data can be collected through periodic contacts with San Benito County and the two cities.
- Wastewater Treatment – Commercial and industrial sites must have access to adequate wastewater treatment services in advance of development. This information can be documented in an initial inventory of shovel ready sites, but the performance measures can also track the capacity of treatment plants to support new business connections, any potential growth constraints, and the capacity to expand the facility to support new industrial and commercial connections.
- Electrical Power – Business sites must have access to electrical power in advance of development. PG&E manages the county's three substations, and the utility controls when new buildings can be connected to the grid. The performance measures should track the substation's capacity to support new business connections, the capacity to expand the amount of electrical power available to new industrial and commercial connections, and any potential growth constraints that are in place.
- Storm Drainage – Business sites must have adequate storm drainage to prevent periodic flooding. The performance measures should track the capacity of each jurisdiction's storm drainage systems to support new growth and any ongoing improvements.

- Water Supply – Business sites must have access to an adequate supply of water. The performance measures should track the capacity of each jurisdiction’s water supply systems to support new growth along with improvements that are being made to the water supply.
- Roadway improvements – Information about areas of major roadway congestion is readily available, and highway interchange and roadway improvement projects can be measured and reported on an annual basis for each jurisdiction.

### **Objective #1C: Strengthen the Value-Added Sectors of the Economy**

Data Axel can be used to measure annual changes in value added to agriculture produced in San Benito County, which is the manufacturing, packing, and distribution of food products, wine and beer. The data can be used to measure growth in the number of firms, employment, and business sales for the food-manufacturing sector.

In addition, provide regular engagement with businesses, tax credits, incentives, financing options, technical support for business development, growth, continuity, succession and resilience.

### **Objective #1D: Build Synergism Between Tourism, Agriculture, History, Culture, and Open Space Assets**

Transient Occupancy Taxes (TOT) and retail sales receipts can be gathered from each jurisdiction and analyzed for improvements in comparison with statewide and regional trends. Tax receipts that capture a sizable portion of visitor spending in the county can measure progress toward accomplishing the goal.

For this metric it also makes sense to benchmark collaboration as San Benito County’s tourism, agriculture, and open space stakeholders are often in competition with each other and collaboration is rare. Possible benchmarks include:

- Meetings of the various stakeholders involved in tourism, agriculture, and open space protection. The meetings should include but not be limited to the following groups: Hollister Downtown Association, San Juan Bautista’s Economic Development Citizen’s Advisory Committee, Pinnacles National Park, San Benito County Chamber of Commerce, Earthbound Farms (large employer), San Benito Foods (large employer), San Benito County Farm Bureau, San Benito Agricultural Land Trust and San Benito County Resource Management Agency.
- Progress on individual or collaborative projects which develop out of the above meetings.

## **6.2 Goal #2 Benchmarks: Expand Equitable Communitywide Prosperity**

### **Objective #2A: Bring Broadband Connectivity to San Benito County**

It is a long-term economic development goal to deliver fiber optic Internet service to San Benito County’s rural areas and small communities, not just the two cities (Hollister and San Juan Bautista), which already have decent Internet connections. This goal is shared throughout the Central Coast region, but specific San Benito County focused efforts have yet to be initiated.

Measuring progress to accomplish this goal will be a start-up effort. The measures should document San Benito County’s participation with the Monterey Bay Economic Partnership’s Central Coast Broadband Consortium in their ongoing efforts to bring broadband internet services to rural hard-to-serve areas throughout the Central Coast region. The meeting outcomes should be documented and reported back to county stakeholders. Progress made implementing a San Benito County Broadband Strategic Plan should also be documented after the first year.

## **Objective #2B: Direct New Real Estate Investment Toward Infill Sites**

A goal to direct new real estate investment toward infill sites with access to nearby transportation networks and infrastructure services is a new approach for San Benito County. Some innovative ideas will be needed to measure success toward implementing the goal. An annual report on infill development could be prepared and reported back to the community.

## **Objective #2C: Expand the Housing Supply**

An insufficient number of homes have been built to keep up with San Benito County's expanding population. This has caused a housing shortage for rental and for sale homes as outlined below:

- The total number of new houses built per year and the growth rate of new housing construction is available in April each year as part of a mandatory report provided to the State Housing and Community Development Department.
- The county and two cities (Hollister and San Juan Bautista) can make it easier for housing developers to invest, by implementing more flexible zoning, improved permit processing, and other land use planning reforms.
- Infrastructure access (sewer, water, roads) is critical to new housing production, and
- Support the implementation and promotion of new pro-housing laws such as SB-9 and ADU laws.

## **Objective #2D: Expand Affordable Housing**

The number of affordable housing units in San Benito County is inadequate to meet the need of many low-income residents. The total number of new affordable units built per year is available from each jurisdiction in April as part of mandatory reporting to the State Housing and Community Development Department. In general, cities and counties can support the development of "affordable housing" with:

- Housing Fund Subsidies. The housing fund is capitalized by developer contributions, which can be used to subsidize the development of more affordable housing.
- An inclusionary housing ordinance requiring developers to construct 10 to 20 percent of all new units as "affordable" units.
- Zoning regulations such as SB-9 and ADU law which make it easier to build more units on a single-family lot and to subdivide that lot into two parcels.
- Collaborate with affordable housing developers, who use Tax Credit Financing, to construct larger affordable housing complexes for low-income seniors, veterans, families, and the homeless.
- Update housing impact fees to encourage the development of affordable, smaller units.
- Encourage the planning of affordable housing via proactive zoning and supplemental infrastructure

# **6.3 Goal #3: Support Residents and Local Business**

## **Objective #3A: Upskill the Workforce in digital technologies and other vocational skills**

This is yet another objective where San Benito County is at a starting point since there are no initiatives in place to train the workforce in digital technologies or even vocational skills. The performance measure would be to monitor and document any workforce training programs in digital technologies or other vocational skills.

Provide additional and new assets for workforce training that helps the existing workforce advance their careers via soft skills, technical training, leadership and supervision.



### **Objective #3B: Support Entrepreneurship**

Currently, San Benito County partners with Cal Coastal Small Business Development Corporation (SBDC) to support entrepreneurship, to create new employment opportunities along with equitable wealth creation. The performance measure would be to monitor and document the number of entrepreneurs and small businesses helped through the SBDC in the county.

Support new and existing entrepreneurs with succession and continuity planning to help ensure that they remain and grow in San Benito County.

### **Objective #3C: Improve Information About San Benito County's Workforce.**

San Benito County suffers from a lack of good information about its workforce needs. The Latino majority includes a significant percentage of agricultural workers impacted by dramatic weather events and climate change. Workforce leaders can only make an educated guess about the number of workers that commute out of county, the geographies and industry sectors where they work, and their availability to switch to local jobs created by an expanding business base. The most recent commuting data is from a 10-year-old survey. In addition, no adequate information exists about the job readiness and digital skills of the approximately 1,300 unemployed residents. We also do not know if existing and new businesses attracted to San Benito County can realistically recruit an out-of-county workforce to commute in.

## **6.4 Goal #4: Increase Economic Resilience**

### **Objective #4A: Develop Energy Solutions to Reduce Dependence on PG&E**

San Benito County is just at the starting point of encouraging the adoption of non-renewable energy independent from PG&E. Below is a list of some possible benchmarks that could be documented:

- Progress made establishing micro-grids to serve new business tenants surrounding the Hollister Airport, at the Hollister Airpark, and elsewhere;
- Progress getting started on a solar farm feasibility and siting study;
- Progress expanding PG&E's substation as a producer of new electrical power;
- Progress made developing alternative energy supply for business, industry and agriculture;
- Progress made expediting the permitting process for small-scale alternative energy facilities;
- Progress made transforming county facilities into carbon-free, zero-waste and resilient activities.;
- Progress made phasing out county and city owned gasoline powered light-duty cars, vans, and pickups; and,
- Progress made installing electric vehicle charging station infrastructure throughout the region.

### **Objective #4B: Develop New Water Storage and Flood Control Management Infrastructure**

Quite a few water-storage and flood-control projects were identified in the Multi-Jurisdiction Local Hazard Mitigation Plan. Documenting the progress made implementing the projects would have to be a ground up effort. The benchmarks to document would be:

- Progress made establishing a new dam and an expanded reservoir on the North Fork of Pacheco Creek;
- Progress made completing the Managed Aquifer Recharge Study;
- Progress made expanding production well capacity in the North San Benito Basin;
- Progress made identifying ingress and egress routes in affected flooding areas; and,



- Progress made assessing risks of the potential San Felipe Dam failure and Pajaro River flooding.

#### **Objective #4C: Prepare for Extreme Climate Events**

The first step is to prepare a Climate Action and Mitigation Plan for San Benito County to comprehensively identify and address the increased risks associated with climate catastrophe related to wildfires, drought, extreme temperatures and extreme storms. The benchmark should be to measure progress completing the study.

#### **Objective #4D: Prepare for Potential Significant Earthquake**

Actions that can be taken to reduce risks from a potential significant earthquake hitting San Benito County were identified in the Area Multi-Jurisdiction Local Hazard Mitigation Plan. Some benchmarks to document are listed below:

- Progress made replacing Union Bridge;
- Progress made retrofitting public water supply systems;
- Progress made creating an inventory of public buildings that require seismic retrofit;
- Progress made creating a countywide emergency operations center; and,
- Progress made complying with state and federal requirements to assess the vulnerability of dams to damage from earthquakes, landslides, liquefaction, or security threats.

## 7. ECONOMIC RESILIENCE

Economic resilience strategies will position San Benito County to survive and adapt to sudden acute shocks due to natural disasters, manufactured disasters, or unanticipated economic shocks. Measures to fortify the community after disasters strengthen the region's overall adaptability to change and sudden shock.

### 7.1 Natural and Man-Made Shocks

The information below describes the economic shocks that are most likely to impact San Benito County. The "most likely" list are the disruptions or shocks that may hit the county, and the region's attempts to reduce the impacts on residents and businesses.

#### Floods

The flooding of the town of Pajaro in nearby Monterey County during the 2023 rainstorms reminds all residents about the dangers of living in a flood plain downstream from a 100-year-old levee that needed to be upgraded or replaced for decades. In fact, flooding along river and stream corridors is a natural occurrence in the major river valleys and tributary basins within San Benito County. But natural occurrences can become dangerous and cause severe damage during periods of extreme rain events. San Benito County's generally level topography contributes to flooding problems, since once water rises above (or flows around) stream banks or levees, it may spread out over large areas.

Although several dams in or adjacent to the county provide beneficial water supply storage and serve irrigation and recreation needs, the reservoirs could inundate portions of the county in the event of a natural or human-caused dam failure. A dam failure has the potential to cause loss of life, damage to property, and other related hazards, along with displacement of residents and/or damage to water resources and other infrastructure facilities (e.g., irrigation, electric power generation or transmission, transportation).

#### Long-Term Drought

San Benito County has experienced long-term drought for a number of years since the early 2000's. Drought can have a widespread impact on the environment and the economy, although it is not likely to cause a loss of life or damage to structures. The severity of a drought depends on the degree of moisture deficiency, the duration, and the size and location of the affected area.

According to the U.S. Drought Monitor San Benito County has been in severe, extreme or exceptional drought for a total of 10 years since 2008, and the county has been in "exceptional" drought (the highest category) since 2014.<sup>27</sup> The 2023 rainstorms finally moved San Benito County out of the "Extreme" drought category, and reclassified the northern portion of the county as "Moderate" and the southern portion as "Severe." However, despite the recent rains the county is still not out of a drought.

#### Public Health

The COVID-19 pandemic taught everyone what a significant impact that disease and public health has on society and the economy. Years from now when historians look back on the effects of the COVID-19 pandemic, it will describe how it changed society and the economy in very profound and lasting ways such as:

- Supply chain problems that are due to a shift of consumer spending away from services and toward buying more commodities;

<sup>27</sup> Data Source: <https://droughtmonitor.unl.edu/CurrentMap.aspx>

- Business shutdowns convinced the federal government to pump billions of dollars into the economy stimulating new private investment and job creation;
- Millions of people quitting their jobs to work from home, start a new business, and/or adopt a better work-life balance;
- Many workers have abandoned the nine-to-five, one-size-fits-all corporate business model, leaving long-lasting psychological marks on workers and changing the way employers and employees envision the future of work; and,
- Remote work and a significant downsizing of office space have altered downtowns and central business districts everywhere.

## Wildfires

Six significant wildfires have hit San Benito County since 2018 burning 3,100 acres of land. Forty-two percent of the total acreage burned occurred during the 2018 “Airline Fire”. The 2020 “Bitter Fire” burned 810 acres. With drought conditions in recent years wildfires have occurred annually since 2018.<sup>28</sup>

Among all the potential hazards wildfires pose the greatest threat to public safety and property. Weather conditions, fuel supply, and topography are all factors that contribute to the rate that a fire will spread. Hot dry weather reduces the moisture content of vegetation, causing it to burn more easily, and a dense concentration of fuel burns more rapidly. The California Fire Marshall places San Benito County into the “very high” Fire Hazard Safety Zone (This is the highest risk category possible). Elevated drought conditions in San Benito County increase the risk of more intense wildfires.

## Earthquakes

San Benito County is in a high seismic area with the very active San Andreas Fault extending from the northern portion of the county near Aromas through the entire length of the county just east of San Juan Bautista. The very active San Andreas Fault system is capable of generating large destructive earthquakes. The probability of a major earthquake occurring in the near future is a factor with which to contend.

A major earthquake is likely to trigger other geological hazards including landslides, flooding that results in soil erosion and disposition, fire, hazardous-material incidents, and dam failure. It is likely that catastrophic interruptions and/or failure in communications, electrical power, water supply, wastewater treatment, natural gas and petroleum fuels will occur if a major earthquake hits. All of these hazards contribute to a considerable risk to the health and wellbeing of people in the county and the potential for extensive and expensive property damage.

## Unanticipated Economic Events or Shocks

A new financial crisis, a national recession, or another unanticipated event could generate a man-made economic shock that affects San Benito County’s economy. It was not that long ago when the 2008 financial crisis had a significant negative impact on California’s economy and a new recession could inflict similar damage.

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<sup>28</sup> Data source: <https://www.fire.ca.gov>

## 7.2 Ongoing Efforts to Plan for Natural or Man-Made Disasters or Shocks

San Benito County's resiliency is centered on plans and actions that are in place to plan for adjust to the economic shocks caused by floods, droughts, another pandemic, a major earthquake and wildfires. In the near term the Cities of Hollister and San Juan Bautista and the County of San Benito Emergency Operations teams who are working with the San Benito County business community and residents should continue to conduct annual disaster preparedness events; National Shakeout Day provides an opportunity to conduct earthquake drills. The EDC should assist the cities and county in identifying resources to fund these preparedness events, the preparation development of recovery plans, and communications redundancies to the extent those funding opportunities exist. Below are five resiliency solutions that San Benito County could utilize during the duration of this five-year plan to mitigate future shocks caused by the manufactured events listed below.

### Identify Potential Energy Solutions for San Benito County

The adaptation projects listed below are intended to address the significant shortage of electrical power that has resulted from inadequate electrical power substations. The projects described below would make progress toward developing energy solutions.

#### Establish a Municipal Aggregation Program

A Municipal Aggregation Program allows local governments to procure power on behalf of their residents, businesses, and municipal accounts from an alternative supplier while still receiving transmission and distribution service from the existing utility provider.

#### Solar Farm Project

Prepare a feasibility and siting study for solar farms within San Benito County and support the development of new solar facilities to provide alternative sources of renewable energy.

#### Electric Power Advocacy

San Benito County's economic development and community partners would establish a working partnership to advocate for local solutions to upgrading PG&E's substation as a producer of new electrical power.

#### Energy Resiliency Initiative

- Collaborate with the private sector to develop alternative energy supply for business, industry and agriculture;
- Consider an expedited permitting process for small-scale alternative energy facilities;
- Assist businesses in applying for loans and grants to construct alternative energy supply and storage facilities to meet business expansion needs in San Benito County;
- Make all county facilities carbon free, zero waste and resilient. Design or retrofit county and city facilities to be carbon neutral and zero waste and incorporate resilient construction techniques and materials.
- Invest in county, city and private sector facilities to establish micro-grid technologies that improve energy grid resilience;
- Maximize sustainability and emissions reductions in all vehicles.
- Phase out county and city (owned or leased) gasoline powered cars, vans, and pickups to achieve a 30 percent zero-emission of vehicles by 2026; and,
- Install electric vehicle charging stations throughout the region.

## **Develop Resilient Water Infrastructure**

Climate change will continue to impact agriculture and tourism and affect the livability of the region by making droughts more common and severe. The projects described below would make progress toward developing resilient water infrastructure.

### **Pacheco Reservoir Expansion Project**

The project would establish a new dam and expanded reservoir on the North Fork of Pacheco Creek to replace the existing dam and reservoir that was constructed in 1939. The reservoir is located in Santa Clara County northeast of North San Benito Basin.

### **Expand Managed Aquifer Recharge (MAR)**

Climate change and growth in water demand will both undermine the sustainability of groundwater conditions in the North San Benito Basin by increasing groundwater declines during dry periods. Increasing the amount of groundwater recharged during wet periods can offset the declines provided that the recharged groundwater remains in storage.

The Managed Aquifer Recharge study addresses the entire basin to evaluate potential locations, several methods of recharge, and several sources of water. The MAR study has demonstrated the conceptual feasibility of injection and/or recharge projects. Next steps are likely to include additional investigation of water quality issues, focusing on potential geochemical interactions between recharge water sources and native groundwater. Subsequent field work may include installation and testing of injection wells.

### **Hollister Urban Area Water and Wastewater Master Planning Project**

The Hollister Urban Area Water and Wastewater Master Planning Project has been the major means for regional cooperation and coordination of water, wastewater, and recycled water facilities for the urban areas in the North San Benito Basin. Planning is being conducted by San Benito County Water District (SBCWD), City of Hollister, and City of San Juan Bautista to convey wastewater to the City of Hollister Wastewater Treatment Plant. The planning addresses issues the City of San Juan Bautista currently has related to meeting drinking water standards for its potable water system and meeting waste discharge requirements for its wastewater discharges to a tributary of San Juan Creek.

### **North County Project**

The North County Project will develop production well capacity in the North San Benito Basin to actively manage groundwater storage, to increase municipal water supply and drought year reliability, and to improve municipal water quality for the City of Hollister. The North County Project involves siting, design, and installation of new production wells. The long-term goal is to develop up to 5,000 acre-feet per year of local groundwater supply that is reliable during drought.

## **Implement Climate Resiliency**

Climate change will significantly impact the resiliency of the regional economy. Many hazardous events (fire, drought, extreme temperatures and extreme storms) are worsened by climate change and consequently will continue to have large impacts on the region's collective social, economic, and environmental well-being. By working to prevent and mitigate the impacts of climate change, the region can work together to avert the worst impacts of the climate emergency on the economy. Guided by science, and in concert with the state, national, and international communities, County of San Benito and partners can work towards mitigating and preventing climate change and engage in climate preparedness, adaptation and resiliency. The projects described below would make progress toward implementing climate resiliency.

## **Climate Action and Mitigation Plan**

Prepare a Climate Action and Mitigation Plan for San Benito County to comprehensively identify and address the increased risks associated with climate catastrophes related to wildfires, drought, extreme temperatures and extreme storms. The study should combine the effects of increased atmospheric carbon dioxide and increased temperature on crop water needs, to predict future water requirements. Maximize opportunities for mitigation of climate change and adaptation through land conservation and land use policies listed below:

- Update General Plans to incorporate policy language to maximize carbon sequestration. Provide opportunities for adaptation that includes lands. San Benito County is in the process of preparing a Conservation Plan;
- Cape and species resiliency, fire and flood risk reduction, and biodiversity.
- Maximize carbon sequestration and minimize loss of natural carbon sinks in agriculture and rangelands;
- Encourage land management to maximize sequestration by developing a framework and policies to incentivize collaboration with private and public landowners;
- Initiate, support, fund and expand flood protection;
- Develop partnerships with cities, tribal governments, and organizations regarding flood protection and sustainability to identify gaps and address climate change impacts; and,
- Implement land use planning and assessments to address flood protection, including river setbacks and riparian corridors, and make resources available for residents.

## **Implement Earthquake Resiliency**

Earthquake risk reduction policies included in the Area Multi-Jurisdiction Local Hazard Mitigation Plan are listed below:<sup>29</sup>

- Replace Union Bridge with earthquake and flood resistant/proof construction;
- Retrofit water supply systems of San Benito County, City of Hollister, City of San Juan Bautista, San Benito County Water District and Sunnyslope Water District;
- Inventory county and city buildings that require seismic retrofit, and identify all critical facilities in the county and cities;
- Perform upgrades to the Hollister Airport to allow it to receive larger aircraft for regional staging in case of widespread disaster or local disaster;
- Assess San Felipe Dam failure scenarios in relation to the San Benito County region; and,
- Comply with state and federal requirements to assess the vulnerability of dams to damage from earthquakes, landslides, liquefaction, or security threats.

## **Implement Fire Resiliency**

The following fire-resiliency projects were identified in the “Multi-Jurisdiction Local Hazard Mitigation Plan” for San Benito County:

- Develop a defensible space vegetation program that includes the clearing or thinning of (a) non-fire resistive vegetation within thirty feet of access and evacuation roads and routes to critical facilities, or

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<sup>29</sup> <https://www.cosb.us/home/showpublisheddocument/10834/638181251398570000>

(b) all non-native species (such as eucalyptus and pine, but not necessarily oaks) within 30 feet of access and evacuation roads and routes to critical facilities;

- Address the fire hazard area of Tres Pinos in terms of water delivery and fire risk mitigation;
- Encourage replacing aboveground electric and phone wires and other structures with underground facilities, and use the planning-approval process to ensure that all new phone and electrical utility lines are installed underground;
- Require that development in high fire hazard areas provide adequate access roads (with width and vertical clearance that meet the minimum standards of the fire code or relevant local ordinance), onsite fire protection systems, evacuation signage, and fire breaks; and
- Ensure adequate fire equipment and road access to areas at risk of fire.

## **Reduce Flood Risks & Impacts**

The Multi-Jurisdiction Local Hazard Mitigation Plan identified approximately 1,360 properties in San Benito County that have greater than a 26 percent chance of being severely affected by flooding over the next 30 years. This represents 9 percent of all properties in San Benito County. The following projects were identified in the Mitigation Plan:

- Identify ingress and egress routes for flooding for the City of Hollister, the City of San Juan Bautista and for areas affected in San Benito County overall;
- Assess San Felipe Dam failure scenarios in relation to the San Benito County region.
- Assess the Pajaro River Flood Plain and its risk to San Benito County areas;
- Work for better cooperation among the patchwork of agencies managing flood control issues;
- Develop “safe site” Plan; and.
- Continue to employ development practices that minimize fire and flood risk to structures and communities. These include locating structures and communities away from the wild lands interface and preserving natural lands that act as buffers between development and wild lands.

# APPENDIX A

## SAN BENITO COUNTY ONGOING ECONOMIC DEVELOPMENT INITIATIVES

Countywide or Unincorporated San Benito County Initiatives				
Initiatives	Description of Initiative	Economic and Employment Impacts	Approximate Cost and Funding Source	Status of Initiative
<b>Urgent Ongoing Initiatives</b>				
Retain Hospital Facilities in San Benito County	The current hospital in San Benito County is a vital facility that delivers health care services to the region's residents. However, the hospital's financial problems may force the facility to close during 2023. It is critical to attract an alternative provider of health services to reuse the hospital facilities.	Closure of the hospital will eliminate 578 staff jobs and 136 physician jobs. It will cost significant indirect and induced job loss, income, business revenue and spending. It will be more difficult for residents and businesses to access health care services, making San Benito County less desirable to live and work.	The costs of maintaining, improving or adaptively reusing the existing hospital facilities are unknown.	No organized effort is in place to retain and reuse the hospital facilities. However, regional stakeholders are actively engaged in discussions with hospital management in attempts to find a new health care provider or a partner for the current hospital.
Generate New Electrical Power Needed to Support Additional Business Activities	The Hollister substation that serves most of San Benito County can no longer deliver electrical power to new (and some expanding) commercial businesses. This means that the substation must be expanded or alternative sources of renewable energy must be added to the grid in order to support commercial growth.	The lack of sufficient electrical power capacity will shut down most of San Benito County for new business growth, which could seriously damage the local economy.	Costs and sources of funding needed to expand power are unknown. The City of Hollister and San Benito County could collaborate to establish an Enhanced Infrastructure Finance District (EIFD) designed to fund improvements.	Potential solutions may require assistance from State Legislatures. Renewable energy options to increase the electrical power supply have yet to be identified.
Develop a New College Campus	A 70-acre site at Fairview Corner was purchased to develop a new community college campus (\$60 million was secured by the passage of a bond measure in 2018). The new campus will include a 35k square foot building to be used for classrooms, labs, and a community meeting space, along with 150 parking spaces.	A community college will create jobs and the new campus will provide critical educational facilities and services needed to make San Benito County a more attractive place to live and work.	The entire \$60 million will be needed to complete the main campus building, which includes offsite roadway and site access improvements along with wastewater treatment and an extension of water and power to the site. Additional funding will be needed for site build out.	Construction is expected to start once the State architect approves the project. The development will include an onsite septic system, until the new development can connect to the Hollister wastewater treatment plant. Two new neighboring subdivisions will expand the demand for nearby commercial services.



## Initiatives That May Take 1-3 Years to Implement

Expand the Youth Empowerment HUB (YEHUB)	<p>The existing Youth Empowerment HUB located in Downtown Hollister wants to expand their 9k sf of space to provide more thorough and in-depth services to young people from low-income and immigrant households, many of whom are at risk of being left out of the workforce.</p> <p>Expansion of the YEHUB will require the non-profit organization that manages the facility to renovate the current facility or relocate.</p>	<p>Assisting low-income immigrant youth to complete high school, apply for community college, engage in trade skills training and/or start their own business generates long-term economic development benefits.</p> <p>The YEHUB also improves family and community stability, reduces the potential for long-term social problems such as homelessness and prepares young people to be more ready to enter the workforce.</p>	<p>Renovating the current space could be accomplished for less than \$50,000. A new building is likely to cost about \$3 million.</p>	<p>The YEHUB is a successful entity that serves a very important segment of San Benito County's population. However, no funding has been secured to expand the facility.</p>
Implement the Proposed Automotive Research and Testing Facilities at Hwy. 156 and San Felipe	<p>Private investors proposed to develop a 230-acre site for auto technology research. The proposed initiative features 2.5 miles of track to be used for motor vehicle testing. The proposed development also includes 100 high- end commercial garage spaces that is hoped to attract car collectors, mechanics as well as individuals and businesses engaged in motor vehicle research. The development may include a public events center, a trade school, and other auto tech businesses. A 25-acre section of the site located apart from the experimental tracks would be developed for a truck stop, a restaurant, a convenience market and a hotel.</p>	<p>The Hollister Airport is already attracting experimental aircraft, and if successful, the proposed initiative may transform Hollister and San Benito County into an automobile research and testing destination. This could have a significant impact on Hollister's image.</p>	<p>The project developer anticipates that the proposed initiative will require a \$130 million private investment. No public funding will be necessary.</p>	<p>The site is located in the unincorporated County outside of the Hollister "Sphere of Influence." LAFCO will need to approve annexation into the city. San Benito County and the City of Hollister will also need to approve the project.</p>

### Initiatives That May Take 1-3 Years to Implement (Continued)

Implement the Proposed Commercial Center Within the Santana Ranch Subdivision	A new commercial center is proposed to be developed on 10-acres of undeveloped land. The site is located within a 300-acre subdivision just east of the city of Hollister in unincorporated San Benito County. The County has approved the eventual development of 1,100 homes, most of which are single-family homes but there will also be a mix of multifamily and affordable units. The larger development also includes the Santana Ranch Middle School.	A new commercial center would keep shoppers local and reduce some traffic that travels out of county to shop. New commercial uses would create jobs and generate sales and property tax revenues needed to pay for public services.	The proposed commercial center is estimated to need \$30 million of private investment. A portion of the funding has been secured.	A conceptual design of the site has been prepared but no decisions have been made on building configuration or specific uses for the site.
Implement the Commercial Development Project at Hwy. 101 and Betabel Road	This development project proposes to be a “1950s vintage road-side experience” located on the west side of Hwy 101 that will include: A convenience store and gas station with bathroom facilities; a drive-up restaurant featuring locally sourced foods and ice cream; a Visitor’s Center kiosk with information on the area, Native American heritage, agricultural roots, movie locations, and recreational opportunities. A large mercantile barn will offer local crafts, produce, wine, and other local products.	Development of this site will clean up a former junkyard. The proposed commercial uses will create 75 to 100 fulltime jobs and generate new tax revenue for San Benito County.	Total build-out costs are unknown, but the proposed project will be privately funded without public subsidies.	The proposed project use permit and EIR was recently finalized and approved by San Benito County. However, two lawsuits were filed seeking to reverse the project approvals. County staff believe that possible litigation will be resolved prior to the fall of 2023 at the latest.

## Long-Term Initiatives

Improve Internet Access for All Businesses and Residents	One of the important long-term economic development initiatives is to build fiber optic infrastructure to deliver high-speed Internet service to nearly all San Benito County residents and businesses. The goal is to serve the county's rural areas and small communities, not just the two cities, which already have decent Internet connections.	Good internet access is necessary for San Benito County to be a viable business location, and it is necessary to attract more remote workers and to improve the quality of life among existing residents.	A multi-million-dollar investment is needed to build a fiber optic network connecting Hollister with San Juan Bautista and the County's rural areas. Partial funding may be available from the State of California, which allocated \$6 billion to fund internet access to rural areas. Additional funding may be available from the Monterey Bay Economic Partnership, which secured a \$1 million CPUC grant to expand broadband in Monterey, Santa Cruz, and San Benito Counties to be disbursed over five years.	At least one private internet provider is interested in investing in fiber optic infrastructure that connects Hollister with San Juan Bautista and the rural areas between the two cities. The Rural County Representatives of California is administering a grant and will select a consultant to prepare a Broadband Strategic Plan for San Benito County.
Establish a Countywide Tourism Initiative	A countywide tourism initiative managed by a single organization is needed to capitalize on San Benito County's two significant visitor attraction sites—the San Juan Bautista Historical District and Pinnacles National Park. An effective regional tourism initiative could also connect the main attractions with other potential tourism assets such as hiking, farmers markets, and winery and agricultural tours, which are under-promoted or not promoted at all.	More tourism will generate additional incomes, tax revenue, and new jobs without a significant strain on the demand for housing and public services.	Effective regional visitor promotion may cost \$300,000 to \$500,000 per year. The funding may be used for a visitor information center, the management of websites, data collection and reporting, assistance with special events, participation in state and regional tourism initiatives, coordination with the Pinnacles National Park, and the initiation of new tourism initiatives.	San Benito County's tourism-promotion efforts are disconnected from tourism promotion initiated by San Juan Bautista and Downtown Hollister's special events and farmers markets. San Benito County funded a Wine Heritage District Feasibility Study to determine the feasibility of establishing a Tourism Improvement District. This initiative has stalled causing visitor-serving businesses to be discouraged.

## Long-Term Initiatives (Continued)

Develop the Proposed Autonomous Vehicle Innovation Park	The Autonomous Vehicle Innovation Park is proposed to be a research and development facility to test autonomous vehicle technologies. The proposed project will include 1,077-acre of technology testing grounds, a 127-acre research park, a 253-acre area reserved for E-Commerce facilities, a 24-acre commercial site and 227 acres of agriculture	Proponents state that the proposed project will create more than 18,000 construction jobs and 5,000 permanent direct jobs for a variety of professions ranging from automotive engineers and software developers to truck drivers and cashiers. At full build-out, the permanent jobs would generate \$660 million in annual payroll.	Project costs and the potential need for public funding are unknown.	Project investors have established a showroom space in Hollister where the general public can learn more about the proposed project. A Draft EIR was in the works but in March 2023 the project developer asked the county to pause its work on the project's application, which has placed the EIR workplan on hold with no projected date for when it might resume.
Expand Outdoor Recreation	Build additional recreational areas for runners, bikers, and walkers that will provide health benefits to residents and attract more visitors to the area. New funding will be needed along with improved promotion that encourages residents to hike, get outdoors, and explore the area, which will also help attract other outdoor enthusiasts.	A regional effort to expand outdoor recreation will improve the quality of life and make San Benito County a more desirable place to live and work.	In an effort to fund more outdoor recreation, the County received a \$2.4 million grant from the State to build a regional park on 70 acres of undeveloped land located along River Parkway. The parking lot construction will cost about \$1.1 million, mostly funded by last year's \$750,000 allocation from the State budget. It's unclear if additional funding will be needed to complete construction. Funding for amenities such as exercise stations, cross country courses, playgrounds, etc. may be available through a State grant.	<p>The park will be built in 3 phases starting in the fall 2023 with a 93-space parking lot. The San Benito Land Trust and its partners plan to identify private lands that can support additional trails and determine the feasibility of using trail easements on private property. Design has been completed with a state grant that funded efforts to meet with interested landowners.</p> <p>The City of San Juan Bautista promotes use of nearby recreational trails. The Pinnacles Gateway Partners is an ongoing effort by citizens and the County Chamber of Commerce to spread the benefits of tourism surrounding the National Park.</p>

City of Hollister Initiatives	Initiative Description	Economic and Employment Impacts	Approximate Cost and Funding Source	Status of Initiative
<b>Ongoing Initiatives</b>				
Revitalize Downtown Hollister	The revitalization of downtown Hollister is a partnership between the City of Hollister, the Hollister Downtown Association (HDA) and the local business community. The ongoing effort includes numerous physical, streetscape and circulation improvements along with weekly special events that are run by the HDA.	The downtown revitalization effort should attract new investment into vacant and underutilized commercial spaces, which will expand commercial activity, create new jobs and generate additional taxable sales for the city. The 2023 special events are anticipated to attract more than 65,000 people.	The costs of ongoing streetscape and physical improvements are unknown.	The revitalization of downtown Hollister is an ongoing and dynamic process that is constantly changing and attempting to improve, but limited by scarce fiscal resources. Recent accomplishments include year around tree lighting, the establishment of a one-way street, the construction of parklets during COVID, an archway as a downtown entryway and the funding of the downtown association.
<b>Long-Term Initiatives</b>				
Attract Investors and Developers to Build New Hangers at the Hollister Municipal Airport	The City of Hollister wants to attract private investors to construct new hangers at the Airport and attract business tenants that can benefit from direct access to the runway.	New hangars will make the Airport more attractive to aviation related users that can benefit from direct access to the runways.  Build-out of the Airport area will add to the City's job base.	Costs of adding new hangers are unknown at this time. New investments would most likely be privately funded.	The City of Hollister owns and manages the airport but lacks the funding to make improvements.
Develop open space taxiways to Allow Businesses Access to the runways	New taxiways will allow new businesses growth by attracting firms that can take advantage of the direct access to a runway.	Additional taxiways will provide more firms with direct access to the runways, which will transform the Hollister Airport into a more effective economic development asset.	The cost of securing the rights of way and constructing the taxiways is unknown. The initiative will may require public funding.	Initiative is conceptual and an infrastructure plan is needed in advance of developing the taxiways. The City of Hollister intends to apply for an EDA Grant in support of this effort..

City of San Juan Bautista Initiatives	Description of Initiative	Economic and Employment Impacts	Approximate Cost and Funding Source	Status of Initiative
<b>Urgent Ongoing Initiatives</b>				
Wastewater Treatment Services Compliance Project	The City of San Juan Bautista is in the process of installing a six-mile wastewater force main that connects to the Hollister Regional Wastewater Treatment Plant. The initiative will place San Juan Bautista in sewer discharge compliance with EPA's wastewater discharge standards. Once connected, San Juan Bautista's existing treatment system will be decommissioned.	Connecting San Juan Bautista's wastewater to the Hollister Regional Wastewater Treatment Plant will allow for the expansion of new residential and business connections, which will generate economic growth and new job creation.	Installing a six-mile force main to connect the Hollister Treatment Plant is estimated to cost \$18 million. The San Juan Bautista's City Council unanimously approved a \$14.6 million bond for the wastewater project. The bond secured two loans totaling \$10.2 million, along with a \$4.3 million Department of Agriculture grant.	The City of San Juan Bautista has accumulated more than \$800,000 in fines from the California State Water Resources Control Board for discharging high levels of sodium chloride and bacterial pollutants into the Pajaro River. The City has until December 2023 to become compliant with the EPA. The City has approved the new wastewater treatment plan and approved the EIR studies. The City is currently negotiating with the San Benito County Water District.
Develop A New Source of Clean Drinking Water for the City of San Juan Bautista	The City of San Juan Bautista, the San Benito County Water District, and the West Hills Water Treatment Plant have formed a partnership to construct five miles of pipeline to transport new clean water needed to lower nitrate levels used by San Juan Bautista residents and businesses. The new clean water source allows the City of San Juan Bautista to comply with EPA standards.	New clean water will also allow the City to permit more breweries and restaurants, which will attract visitor spending, create jobs, and contribute to the tax base.	Cost estimates for the pipeline range between \$12 and \$15 million. Seventy-five percent of the project costs will be funded by a low-interest loan from the USDA. The remainder will be funded by rate payers.	The initiative is in the advance stages of planning and engineering will proceed soon. Funding has been secured.

## Long Term Initiatives

Develop the City of San Juan Bautista Multi Modal Transportation Project	<p>This context-sensitive, rural scale, transportation center will result in enhanced transit patronage and enable transportation services such as carpool, ride share, van pool and other alternative transportation services for those who walk, bicycle or drive to the Multi-Modal Center for travel to/from any destination from Gilroy to Hollister. The project includes:</p> <ul style="list-style-type: none"> <li>• A 7-mile shared pedestrian/bicycle path,</li> <li>• A Multi-Modal Center,</li> <li>• Visitor center, and</li> <li>• A gateway.</li> </ul>	The Multi-Modal Center will serve multiple civic purposes, accommodating various public and non-profit organizations such as the Chamber, the “Main Street” manager, State Parks office, a City Hall annex, City/School joint use facilities and other local non-profit organization offices. A mix of proximate amenities and uses would facilitate the free flow of visitors and residents to ensure the economic vitality of the City.	The cost to develop the conceptual plan is \$350,000. The cost to build the final project, while unknown at this time, is estimated at between \$15 and \$20 million.	The City of San Juan Batista has submitted a State Department of Transportation (CAL TRANS) Sustainable Transportation Planning Grant application for \$350,000 to fund the planning and 30% conceptual design for this project. Upon completion of the Conceptual Plan the City will pursue additional funding.
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# APPENDIX B

## SOCIOECONOMIC TREND DATA

**Table 1**  
**Population Growth Trends in San Benito County, the Region and California: 2015 - 2022**

Geographic Area	2015	2019	2022	Population Growth		Annual Growth Rate	
				2015 - 2019	2019 - 2022	2015 - 2019	2019 - 2022
California	38,865,500	39,740,500	39,185,600	875,000	-554,900	0.6%	-0.5%
San Benito County	58,140	61,440	65,480	3,300	4,040	1.4%	2.1%
City of Hollister	37,320	39,970	42,550	2,650	2,580	1.7%	2.1%
City of San Juan Bautista	1,950	2,120	2,090	170	-30	2.1%	-0.5%
Santa Clara County	1,911,670	1,944,730	1,894,780	33,060	-49,950	0.4%	-0.9%
City of Gilroy	54,230	56,640	59,270	2,410	2,630	1.1%	1.5%
Monterey County	430,280	440,200	433,720	9,920	-6,480	0.6%	-0.5%

Data Sources: California Department of Finance

Analysis: Wahlstrom & Associates and Marie Jones Consulting

Note: Red numbers connotate negative values

**Table 2**  
**Population Growth Factors in San Benito County, Three County Region and California: 2015 - 2022 (Births, Deaths and Migration)**

Population Change Components	Total Population			Population Increase	Annual Growth Rate	Population Increase	Annual Growth Rate	Net Natural Increase (Births over Deaths)		Net Migration	
	2015	2019	2022	2015 - 2019		2019 - 2022		2015 - 2019	2019 - 2022	2015 - 2019	2019 - 2022
San Benito County	58,140	61,440	65,480	3,300	1.4%	4,040	1.6%	1,650	1,080	2,410	1,200
Santa Clara County	1,911,670	1,944,730	1,894,780	33,060	0.4%	-49,950	-0.6%	48,080	25,050	-26,010	-70,680
Monterey County	430,280	440,200	433,720	9,920	0.6%	-6,480	-0.4%	13,630	8,170	-6,230	-12,700
California	38,865,500	39,740,500	39,185,600	875,000	0.6%	-554,900	-0.4%	820,760	338,750	-204,700	-710,690

Data Sources: California Department of Finance

Analysis: Wahlstrom & Associates and Marie Jones Consulting

Notes: Red numbers connotate negative values



**Table 3**  
**Ethnic Characteristics in San Benito County, Three-County Region and California: 2015 - 2022**

<b>San Benito County</b>	<b>2015</b>	<b>2019</b>	<b>Growth 2015 - 2019</b>	<b>% Increase 2015 - 2019</b>	<b>2022</b>	<b>% Total 2022</b>	<b>Growth 2019 - 2022</b>	<b>% Increase 2019 - 2022</b>
Total Population	58,140	61,440	3,300	5.7%	65,480		4,040	6.6%
Hispanic or Latino	33,660	36,860	3,200	9.5%	39,380	60.1%	2,520	6.8%
Not Hispanic or Latino								
Caucasian	21,320	21,160	-160	-0.8%	21,880	33.4%	720	3.4%
African American	410	460	50	12.2%	510	0.8%	50	10.9%
American Indian, Hawaiian, or Pacific Islander	250	230	-20	-8.0%	250	0.4%	20	8.7%
Asian	1,460	1,790	330	22.6%	1,670	2.6%	-120	-6.7%
Two or more races	1,050	940	-110	-10.5%	1,790	2.7%	850	90.4%
<b>Three-County Region</b>	<b>2015</b>	<b>2019</b>	<b>Growth 2015 - 2019</b>	<b>% Increase 2015 - 2019</b>	<b>2022</b>	<b>% Total 2022</b>	<b>Growth 2019 - 2022</b>	<b>% Increase 2019 - 2022</b>
Total Population	2,400,090	2,446,370	46,280	1.9%	2,393,980		-52,390	-2.1%
Hispanic or Latino	789,390	789,750	360	0.0%	766,580	32.0%	-23,170	-2.9%
Not Hispanic or Latino								
Caucasian	798,740	766,340	-32,400	-4.1%	730,170	30.5%	-36,170	-4.7%
African American	57,470	57,030	-440	-0.8%	55,280	2.3%	-1,750	-3.1%
American Indian, Hawaiian, or Pacific Islander	13,430	12,690	-740	-5.5%	12,200	0.5%	-490	-3.9%
Asian	665,440	731,810	66,370	10.0%	738,310	30.8%	6,500	0.9%
Two or more races	75,610	88,760	13,150	17.4%	91,440	3.8%	2,680	3.0%
<b>California</b>	<b>2015</b>	<b>2019</b>	<b>Growth 2015 - 2019</b>	<b>% Increase 2015 - 2019</b>	<b>2022</b>	<b>% Total 2022</b>	<b>Growth 2019 - 2022</b>	<b>% Increase 2019 - 2022</b>
Total Population	38,865,500	39,740,500	875,000	2.3%	39,185,600		-554,900	-1.4%
Hispanic or Latino	14,726,400	15,616,980	890,580	6.0%	15,366,700	39.2%	-250,280	-1.6%
Not Hispanic or Latino								
Caucasian	14,576,870	14,462,740	-114,130	-0.8%	14,351,860	36.6%	-110,880	-0.8%
African American	2,904,240	2,227,370	-676,870	-23.3%	2,140,390	5.5%	-86,980	-3.9%
American Indian, Hawaiian, or Pacific Islander	301,250	431,080	129,830	43.1%	267,000	0.7%	-164,080	-38.1%
Asian	5,342,320	5,884,900	542,580	10.2%	5,738,670	14.6%	-146,230	-2.5%
Two or more races	1,014,430	1,117,420	102,990	10.2%	1,320,980	3.4%	203,560	18.2%

Data Sources: U.S. Census Community Survey and Headwaters Economics

Analysis: Wahlstrom & Associates and Marie Jones Consulting

Notes: 2022 Ethnicity data are estimates

Red numbers connotate negative values

**Table 4**  
**Educational Attainment in San Benito County, Region and California**  
**Among Adults Age 25 and Older 2022**

Educational Attainment Characteristics	San Benito County		Three County Region		California	
	2022	% Total	2022	% Total	2022	% Total
Total Population	65,480		2,393,980		39,185,600	
Population 25+ years	42,510		1,640,100		26,556,400	
Not High School Graduate	7,680	18.1%	230,440	14.1%	4,269,100	16.1%
HS Graduate - No College Degree	17,460	41.1%	499,940	30.5%	10,953,100	41.2%
Associates Degree	4,160	9.8%	116,080	7.1%	2,115,200	8.0%
Bachelors Degree - no Advanced Degree	10,880	25.6%	423,810	25.8%	5,741,300	21.6%
Graduate or Professional Degree	2,320	5.5%	369,860	22.6%	3,477,800	13.1%

Data Source: U.S. Census American Community Survey and Headwaters Economics

Analysis: Wahlstrom & Associates and Marie Jones Consulting

Note: Three-County Region includes the Counties of San Benito, Monterey and Santa Clara

2022 Educational Attainment data are estimates.

**Table 5**  
**Median Household Income and Income Distribution in San Benito County,**  
**The Surrounding Region and California 2022**

	San Benito County	Santa Clara County	Monterey County	California
Population	65,480	1,894,780	433,720	39,185,600
Households	19,350	629,805	128,815	118,019,500
Median Household Income	\$85,810	\$130,890	\$76,940	\$78,700
% Households with Incomes < \$50,000	25.6%	19.2%	31.3%	32.6%
% Households with Incomes > \$50K but < \$100K	31.3%	19.5%	32.2%	27.7%
% Households with Incomes > \$100K but < \$150K	21.4%	17.5%	17.1%	17.1%
% Households with Incomes > \$150,000	21.6%	43.8%	19.4%	22.6%

Data Sources: U.S. Census American Community Service, Headwaters Economics and California Department of Finance

Analysis: Wahlstrom & Associates and Marie Jones Consulting

**Table 6**  
**Per-Capita Income Trends in San Benito County, the Surrounding Region and California:**  
**2015 - 2021 (Adjusted for Inflation)**

Per Capita Income	2015	2018	2021	Real Income Change 2015 - 2018	Real Income Change 2018 - 2021	Real Income Change 2015 - 2021	Annual Rate of Income Change: 2015 - 2018	Annual Rate of Income Change: 2018 - 2020	Annual Rate of Income Change: 2015 - 2020
San Benito County	\$48,070	\$52,580	\$68,870	\$4,510	\$16,290	\$20,800	3.0%	9.4%	6.2%
Santa Clara County	\$91,150	\$112,360	\$138,720	\$21,210	\$26,360	\$47,570	7.2%	7.3%	7.2%
Monterey County	\$54,890	\$55,610	\$63,450	\$720	\$7,840	\$8,560	0.4%	4.5%	2.4%
California	\$59,190	\$63,950	\$76,610	\$4,760	\$12,660	\$17,420	2.6%	6.2%	4.4%

Data Sources: U.S. Bureau of Economic Analysis and California Department of Finance

Analysis: Wahlstrom & Associates and Marie Jones Consulting

**Table 7**  
**Poverty Rates Trends in San Benito County,**  
**Three-County Region and California 2022**

<b>2021</b>	<b>Population</b>	<b>Persons Below Poverty</b>	<b>% Households Below Poverty</b>
California	39,185,600	4,928,360	12.6%
San Benito County	65,480	6,120	9.3%
Santa Clara County	1,894,780	135,860	7.2%
Monterey County	433,720	52,200	12.0%
Three- County Region	2,393,980	194,120	8.1%

Data Sources: Headwaters Economics and California Department of Finance

Analysis: Wahlstrom & Associates and Marie Jones Consulting

Note: Three-County region includes the Counties of San Benito, Santa Clara and Monterey

**Table 8**  
**Households Burdened by Housing Costs in San**  
**Benito County, 2021**

	<b>Percent of Households</b>	<b>Number of Households</b>
Home Owners	31%	4,359
Renters	42%	2,565
All Households	34%	6,924

Source: US Census, 2021

Analysis: Wahlstrom & Associates and Marie Jones Consulting

**Table 9**  
**Employment by Industry in San Benito County, Three-County Region and California 2021**

	San Benito County		Thre- County Region		California	
	Employment	% Total	Employment	% Total	Employment	% Total
<b>Goods Producing</b>						
Agricultural, Forestry & Fishing	1,945	11%	59,800	5%	411,420	2%
Mining	180	1%	400	0%	16,620	0%
Construction	1,575	9%	57,910	5%	883,330	5%
Manufacturing	3,045	17%	174,170	14%	1,277,555	8%
<b>Service Providing</b>						
Utilities	40	0%	2,160	0%	59,485	0%
Wholesale Trade, warehousing & storage	345	2%	33,890	3%	877,235	5%
Retail Trade	1,370	8%	90,670	7%	1,600,475	9%
Transportation	780	4%	17,380	1%	489,200	3%
Information	40	0%	105,640	8%	560,370	3%
Financial & Insurance	200	1%	25,180	2%	539,445	3%
Real Estate Rental & Leasing	160	1%	16,830	1%	289,065	2%
Professional & Technical Services	260	2%	167,780	13%	1,352,597	8%
Management & Administrative Services	1,030	6%	82,860	6%	1,306,900	8%
Waste Management	75	0%	3,310	0%	53,380	0%
Private Education	60	0%	379,670	3%	313,575	2%
Health Services	1,245	7%	149,035	12%	2,419,550	14%
Arts, Entertainment & Recreation	125	1%	13,500	1%	239,145	1%
Lodging	110	1%	11,150	1%	155,460	1%
Food Services	1,370	8%	74,675	6%	1,247,605	7%
Other Services	475	3%	26,880	2%	482,900	3%
<b>Government</b>						
Federal Government	115	1%	15,950	1%	251,770	1%
State Government	85	0%	11,865	1%	480,100	3%
Local Government						
Public Education	1,240	7%	58,525	5%	852,045	5%
Public Administration	840	5%	28,335	2%	493,075	3%
Other Local Government	735	4%	10,610	1%	322,570	2%
<b>Total Employment</b>	<b>17,450</b>		<b>1,276,470</b>		<b>16,974,870</b>	

Data Sources: U.S. Bureau of Labor Statistics and Data Axel

Analysis: Wahlstrom & Associates and Marie Jones Consulting

Note: Three County Region includes the Counties of San Benito, Santa Clara and Monterey

**Table 10**  
**Job Growth Trends in San Benito County, the Three-County Region**  
**and California overall: 2015 - 2021**

<b>Employment Base</b>	<b>2015</b>	<b>2019</b>	<b>2021</b>
San Benito County	15,890	17,360	16,970
Goods Producing Industries	5,050	7,140	6,590
Service Industries	8,080	7,175	7,360
Public Schools & Public Health	1,900	2,010	1,940
Other Federal, State & Local Government	850	1,030	1,080
Three-County Region	1,217,780	1,335,160	1,276,470
Goods Producing Industries	272,980	297,430	292,300
Service Industries	825,110	908,060	858,885
Public Schools & Public Health	58,420	62,660	59,220
Other Federal, State & Local Government	61,260	67,010	66,060
California	16,295,200	17,631,490	16,974,870
Goods Producing Industries	2,458,065	2,651,700	2,588,920
Service Industries	11,458,440	12,475,870	11,986,380
Public Schools & Public Health	992,020	1,050,410	967,475
Other Federal, State & Local Government	1,386,680	1,453,500	1,432,090
<b>Job Gains or Losses</b>	<b>Job Growth 2015 - 2019</b>	<b>Job Growth 2019 - 2021</b>	<b>Job Growth 2015 - 2021</b>
San Benito County	1,470	-385	1,080
Goods Producing Industries	2,090	-550	1,540
Service Industries	-910	180	-720
Public Schools & Public Health	100	-70	40
Other Federal, State & Local Government	180	50	230
Three-County Region	117,380	-58,690	58,690
Goods Producing Industries	24,440	-5,120	19,320
Service Industries	82,950	-49,180	33,770
Public Schools & Public Health	4,240	-3,440	800
Other Federal, State & Local Government	5,745	-950	4,800
California	1,336,285	-6,566,220	679,670
Goods Producing Industries	193,640	-62,780	130,860
Service Industries	1,017,440	-489,490	527,950
Public Schools & Public Health	58,385	-82,930	-24,550
Other Federal, State & Local Government	66,820	-21,415	45,410
<b>Annual Growth Rates</b>	<b>2015 - 2019</b>	<b>2019 - 2021</b>	<b>2015 - 2021</b>
San Benito County	2.2%	-1.1%	1.1%
Goods Producing Industries	9.0%	-3.9%	4.5%
Service Industries	-2.9%	1.3%	-1.6%
Three-County Region	2.3%	-2.2%	0.8%
Goods Producing Industries	2.2%	-0.9%	1.1%
Service Industries	2.4%	-2.7%	0.7%
California	2.0%	-1.9%	0.7%
Goods Producing Industries	1.9%	-1.2%	0.9%
Service Industries	2.1%	-2.0%	0.8%

# APPENDIX C

## STAKEHOLDER INTERVIEWS COMPLETED

- Leslie Jordan, City of San Juan Bautista
- Don Reynolds, City of San Juan Bautista
- Brian Foucht, City of San Juan Bautista
- Brett Miller, City of Hollister
- Ken Lindsay, Airport Associates Owner
- Stephanie Correia, San Juan Bautista Economic Development Citizens Advisory Committee
- Aaron Johnson, EDC of San Benito County
- Renee Wells, EDC of San Benito County
- David Mirrione, City of Hollister
- Steve Loupe, San Benito County Resource Management Agency
- Kristina Chavez Wyatt, San Benito County Business Council
- Jeana Arnold, PG&E
- Victor Gomez, Pinnacles Strategy
- Ryder McDowell, Betabel Commercial Development
- Barbara Hayes, Rural California Representatives of California
- Damon Felice, Felice Consulting
- James Hankins, Hankins Information Technology
- Nathaniel Aguire, PG&E
- Abraham Prado, San Benito County Resource Management Agency
- Omar Rosa, Hollister Downtown Association
- Angela Curro, San Benito County Board of Supervisors
- Enrique Arreola, Workforce Development Board
- Paul Rovella, JRG Attorneys at Law
- John Freeman, City of San Juan Bautista
- Lynn Overtree, San Benito Agricultural Land Trust
- Michelle Leonard, San Benito County Chamber of Commerce
- Jose Martinez Saldana, Youth Alliance
- Diane Ortiz, Youth Alliance
- David Huboi, Huboi Architecture
- Michael Anderson, Anderson Homes
- Eryka Temores, Anderson Homes
- Anne Hall, Performance Art Theater

## STAKEHOLDER SURVEYS COMPLETED

- Paul Rovella – JRG Attorneys at Law
- Brenda Weatherly – Community Foundation for San Benito County
- Mary Hubbell – Business Owner in Tres Pinos
- Stephen Gunstream – Alpha Teknova in Hollister
- Eryka Temores – Anderson Homes in Hollister
- Nikki Rhodabarger – Ridgemark Golf Club
- Darlene Boyd – San Juan Bautista Economic Development Citizens Advisory Committee
- John Freeman – Mayor Pro Tem City of San Juan Bautista
- Rhonda Io - Inaka Japanese Restaurant in Hollister
- Linda Ginn - Vintage Rose Antiques & Collectibles in Salinas
- Rachael Reed – Graniterock Environmental Department

# SAN BENITO COUNTY COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) UPDATE 2023-2027



June 30, 2023

Wahlstrom & Associates / Marie Jones Consulting

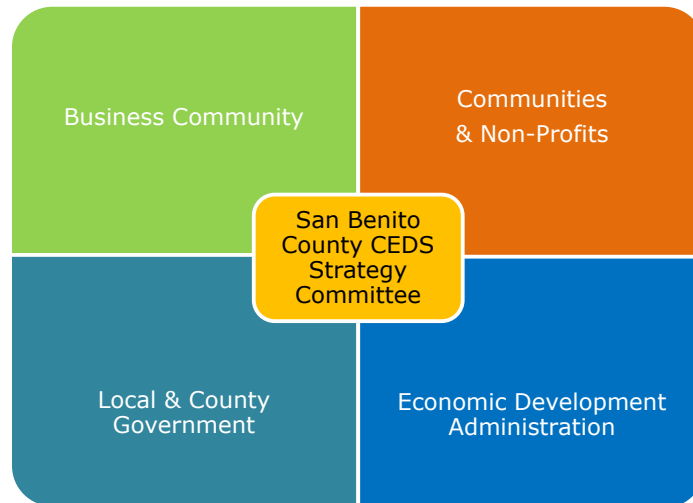
## AGENDA

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1. **Welcome**
2. **Brief Overview of CEDS Purpose**
3. **Overview of Key Findings**
  1. The CEDS Vision – *Vision Check-In*
  2. Economic Analysis – *Disentangling Myths from Reality*
4. **Discussion of Economic Development Projects 2023-2027**
5. **Feedback & Input**
6. **Conclusion and Next Steps**

Wahlstrom & Associates / Marie Jones Consulting

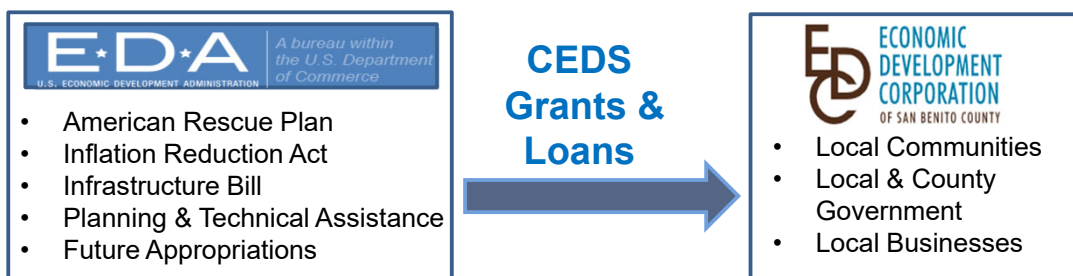
## PURPOSE: THE CEDS BRINGS TOGETHER PEOPLE & TALENT



Wahlstrom & Associates / Marie Jones Consulting

## PURPOSE: A CURRENT CEDS FACILITATES ACCESS TO RESOURCES

### THE CEDS PRIORITIZES LOCAL PROJECTS FOR FEDERAL FUNDS



Wahlstrom & Associates / Marie Jones Consulting



## CEDS PROCESS & CONTENT

1. Identify *Strengths, Weaknesses, Opportunities, & Threats* (SWOT Analysis)
2. Develop *Economic Analysis*
3. Develop *Vision Statement*
4. Identify & Describe *Community Projects via Survey & Interviews*
5. Develop *EDC Strategies*
6. Develop *Resiliency Strategy*
7. Prepare *Draft CEDS*
8. Obtain *Community Review & Feedback*
9. Prepare *Final CEDS & Submit to the EDA (for Approval) & the County Board of Supervisors (for Adoption)*

Wahlstrom & Associates / Marie Jones Consulting

## STRENGTHS, WEAKNESSES (SWOT)

### STRENGTHS

- Strategic location
- Hollister Airport
- Strong local employers
- Good workforce
- Great climate
- Great soils
- Visitor attractions
- Access to large skilled regional workforce
- Lots of developable land
- Lower housing costs than neighboring Santa Clara County

### SW2 WEAKNESSES

- Wastewater treatment
- Lack of adequate electrical power delivered by the Hollister PG&E substation
- Highways 152, 25, and 156 are highly congested
- Hiring challenges for all businesses
- Lack of access to higher-education institutions
- Broadband services are inconsistent/unavailable
- Shortage of arts and entertainment activities
- Many outdoor recreation facilities lack amenities
- High housing costs
- Inconsistent access to quality, affordable childcare
- Rural areas lack access to commercial services, transportation, jobs, and business services
- Public schools have a sometime undeserved, negative reputation



Wahlstrom & Associates / Marie Jones Consulting

## Slide 6

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- sw0** two rows here  
stephen wahlstrom, 2023-06-27T17:35:51.918
- sw1** Added "skilled"  
stephen wahlstrom, 2023-06-27T17:37:51.184
- sw2** suggest deleting this row  
stephen wahlstrom, 2023-06-27T17:38:24.373
- sw3** modified statement  
stephen wahlstrom, 2023-06-27T17:39:56.577

## OPPORTUNITIES, & THREATS (SWOT)

### OPPORTUNITIES

- Expand solar-power facilities
- Innovate a solution to expanding electrical power throughout San Benito County
- Assist existing businesses to expand
- Sufficient demand to expand the supply of all housing types and new affordable housing units
- Attract new higher-density, smart-growth developments
- Leverage the arts as an economic development initiative.
- Continue to expand all transportation modes (roads, bike lanes, walkways, etc.)
- Prepare residents for the digitalization of nearly every business
- Connect youth to the workforce
- Continue to leverage local, State, and Federal funding
- Establish a community college campus and expand workforce training opportunities
- Reimagine downtown Hollister and San Juan Bautista as higher-density communities

### THREATS

- Lack of new electrical power at the Hollister substation threatens to the expansion of existing business and new business attraction
- More frequent droughts, flooding, wildfires and other severe weather events associated with climate change
- Nearby earthquake faults and an actual earthquake
- Inadequate funding to maintain and improve the existing water, sewer, flood control, storm drains, and roadway systems
- Changing consumer and worker behavior during the COVID-19 pandemic threatened the economic viability of each downtown district
- Potential closure of Hazel Hawkins Hospital
- Ongoing tension between pro-development and community groups dedicated to preserving the existing landscape
- Collaboration between San Benito County and the two cities is sometimes inconsistent
- Some segments of residents are not involved in community and civic life

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## VISION

### Key words:

- Collaborative, connected
- Sustaining, resilient
- Innovative, potential, thrive
- Ag tourism, Eco tourism, history, legacy, generational
- Inclusive, diversity, indigenous
- Work local, living wages, workforce development, "cradle to career"
- Affordable, infill, fast permitting, walkable, live-work-play
- Preservation, urban open space
- Recognized



### VISION STATEMENT

*We work collaboratively to build our sustainable and resilient economy to foster innovation and inclusively support working locally with living wages*

### ACTION STATEMENTS

*We will increase prosperity for all by working to ensure that we:*

- *DEVELOP AFFORDABLE, THRIVING, WALKABLE LIVE-WORK-PLAY COMMUNITIES*
- *ENGAGE IN PROACTIVE WORKFORCE DEVELOPMENT FROM K-12 TO CAREER AND BEYOND BY FOCUSING ON OUR DIVERSE COMMUNITY*
- *FOCUS ON INFILL DEVELOPMENT AND URBAN PRESERVATION*
- *EXPAND OPEN SPACE, ECO-, AG-, AND HISTORY/CULTURAL-TOURISM*

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## ECONOMIC INSIGHTS

### DATA TO ILLUMINATE PERCEPTIONS

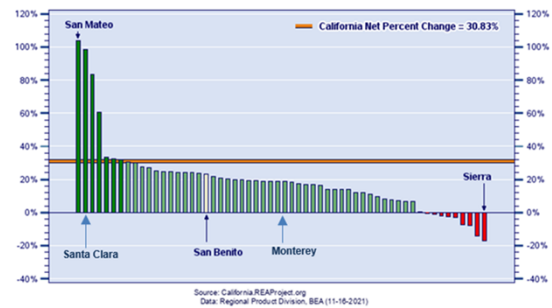
**Perception 1: San Benito County's Economy is Not Particularly Strong**

**Reality:**

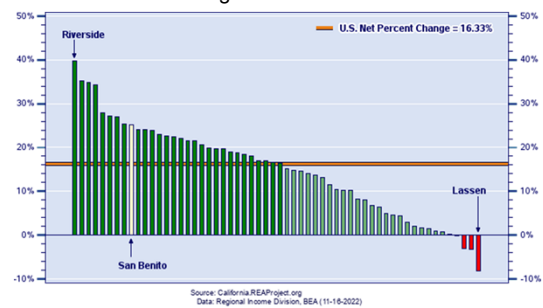
- San Benito County has a very competitive and rapidly growing economy that is well diversified and, therefore, more resilient to economic recessions than many.
- Job growth and GDP growth for San Benito County are both strong, placing the County within the top 25% of counties in California.

*Wahlstrom & Associates / Marie Jones Consulting*

GDP Growth 2010-2020, California Counties



Employment Growth by County, 2010 vs 2021, Net Percent Change



## ECONOMIC INSIGHTS

**Perception 2: San Benito County has High Levels of Income Inequality**

**Reality:**

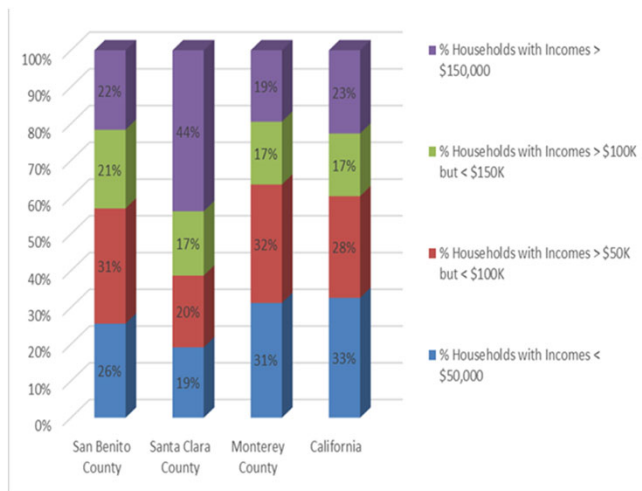
- San Benito County has a relatively equitable income distribution, poverty is low, and unemployment was 5.8% in May - down from a high of 18.1% in April 2020 (pandemic)

Poverty Rates in the Tri-County Region & California

2021	Population	Households Below Poverty	%
California	39,303,157	4,943,142	12.6%
San Benito County	64,769	6,055	9.3%
Santa Clara County	1,907,693	136,785	7.2%
Monterey County	435,721	52,436	12.0%
Three County Region	2,408,183	195,276	8.1%

Sources: Headwaters Economics, California Department of Finance  
Analysis: Wahlstrom & Associates and Marie Jones Consulting

Income Distribution, 2021



*Wahlstrom & Associates / Marie Jones Consulting*

## ECONOMIC INSIGHTS

**Perception 3:** Commuters throughout the South Bay primarily work in tech, and if San Benito County attracts tech companies it will solve the traffic congestion issues by reducing the need to commute

### Reality:

The County is a residential base for middle-class families, with commuting breadwinners working in construction, public education, retail, and public service.

- These jobs (teacher, retailers, carpenters, plumbers, police, and nurses) cannot easily be moved into San Benito County. This workforce is not an attraction for company relocation.
- Attracting high-tech jobs to San Benito County will not employ construction, retail, health, or public service workers that commute out. Commuting will continue and housing costs may further increase causing displacement and gentrification.

Wahlstrom & Associates / Marie Jones Consulting

**Table 6: Jobs and Employment by Industry - Proxy for Commuter's Jobs, San Benito County 2021**

**Figure 8**  
**Employment by Industry Characteristics Among Out-of-County Commuters, 2021**

	San Benito County Jobs	% Total	County Residents Employed	% Total	Out of County Jobs	Outcommuters not Employed Locally	Out of County Commuters
<b>Goods Producing</b>							
Agricultural, Forestry & Fishing	1,945	10%	1,850	7%	0	290	290
Mining	180	1%	100	0%	0	20	20
<b>Construction</b>	1,575	8%	3,070	11%	1,495	470	1,965
Manufacturing	3,045	16%	3,260	12%	215	500	715
<b>Service Providing</b>							
Utilities	40	0%	390	1%	350	60	410
Wholesale Trade, Warehousing & Storage	345	2%	900	3%	555	140	695
<b>Retail Trade</b>	1,370	7%	3,290	12%	1,920	510	2,430
Transportation	780	4%	970	4%	190	150	340
Information	40	0%	390	1%	350	60	410
Financial & Insurance	200	1%	580	2%	380	90	470
Real Estate Rental & Leasing	160	1%	410	2%	250	60	310
<b>Professional &amp; Technical Services</b>	260	1%	2,260	8%	2,000	350	2,350
Management & Administrative Services	1,030	5%	1,310	5%	280	200	480
Waste Management	75	0%	NA	NA			
Management & Administrative Services	60	0%	1,310	5%	1,250		
Waste Management	1,245	7%	NA	NA			
Private Education	125	1%	NA	NA			
<b>Health Services</b>	1,245	7%	3,130	12%	1,885	480	2,365
Arts, Entertainment & Recreation	125	1%	490	2%	365	80	445
Lodging	110	1%	130	0%	20	20	40
Food Services	1,370	7%	1,630	6%	260	250	510
<b>Other Services</b>	475	3%	1,080	4%	605	170	775
<b>Government</b>							
Federal Government	115	1%	110	0%	0	20	20
State Government	85	0%	NA	NA			
Local Government							
<b>Public Education</b>	1,240	7%	2,260	8%	1,020	350	1,370
Public Administration	840	4%	1,215	4%	375	190	565
Other Local Government	735	4%	NA	NA			
<b>Total Employment</b>	18,815		27,200		12,520	4,200	16,700

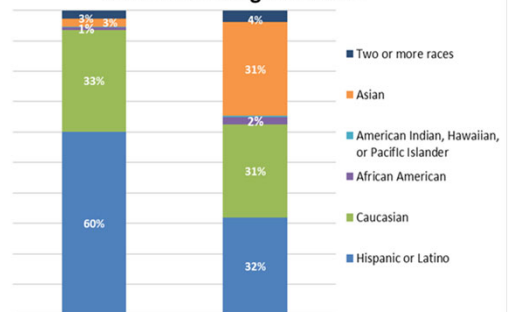
Data Sources: Jobs from U.S. Bureau of Labor Statistics; Employment from US Census, 2023  
Analysis: Wahlstrom & Associates and Marie Jones Consulting  
Note: Column 1 measures number of jobs by industry sector generated by San Benito County employers.  
Note: Column 2 measures employment by industry sector among San Benito County residents.  
Note: Column 3 measures the net number of workers commuting out of San Benito County.  
Note: Column 4 estimates the industry mix of additional out commuters assuming that 24% of San Benito County based jobs are taken by out of county commuters.  
Note: Column 5 combines the net number of out commuters with the additional 4,200 out of county workers employed at San Benito County businesses. Column 3 + Column 4

## ECONOMIC SNAPSHOT

### OTHER FINDINGS

- San Benito County added 4,000 new residents since 2019, while Santa Clara County lost 50,000 residents, and California lost 500,000 residents overall
- San Benito County is a majority Latino community (61%)
- Relatively few San Benito County residents have earned a Bachelors Degree or higher (5.5% compared to 13% California overall and 22% of regional residents)
- San Benito County retail sales are strengthening faster than neighboring counties, though they lag on a per-capita basis
- San Benito County household incomes are slightly higher than California incomes overall, but only 50% of Santa Clara County incomes
- Business sectors that generate the most jobs in San Benito County include manufacturing (17%), agriculture (11%), construction (9%), health care services and public education (7%)
- Median home prices in San Benito County (approx. \$840,000) are 9% higher than California home prices overall, but about 50% lower than Santa Clara County home prices

**Figure 2**  
**Population Diversity in San Benito County and Surrounding Area 2022**



Wahlstrom & Associates / Marie Jones Consulting

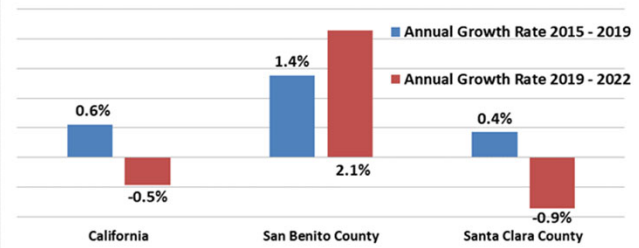
## ECONOMIC SNAPSHOT

### DEMOGRAPHICS – POPULATION TRENDS

Since 2019, 4,000 new residents moved to San Benito County during a time when people left the Bay Area:

- *Santa Clara County lost 50,000 residents*
- *Monterey County lost 6,500 residents*
- *California lost 500,000 residents*

**Figure 1**  
**Annual Population Growth Rates in San Benito County and Surrounding Area: 2015 to 2022**



Wahlstrom & Associates / Marie Jones Consulting

## ECONOMIC SNAPSHOT

### RETAIL

- San Benito County has low retail sales/capita at \$14,908, consistent with lower incomes, larger families, and fewer retail opportunities.
- During the pandemic, San Benito County experienced a *significant* retail peak relative to the other Counties (perhaps due to pandemic related transfer payments).

**Table X: Taxable Retail Sales Trends in Santa Benito County, Three County Region and California: 2015 - 2021**

	# of Retail Outlets			Taxable Retail Sales (Adjusted for Inflation)		
	2015	2019	2021	2015	2019	2021
California	1,114,566	1,296,549	1,313,105	\$731,712,200,000	\$772,587,400,000	\$862,712,200,000
Monterey County	11,437	12,816	12,425	\$7,395,080,000	\$7,821,480,000	\$8,439,410,000
San Benito County	1,426	1,780	1,657	\$696,720,000	\$792,790,000	\$976,160,000
Santa Clara County	50,036	53,312	51,015	\$47,576,970,000	\$49,556,850,000	\$52,994,690,000
Three County Region	62,899	67,908	65,097	\$63,782,460,000	\$61,333,130,000.00	\$62,410,260,000
	Per Capita Taxable Sales			% Gains		
	2015	2019	2021	2015 to 2019	2019 to 2021	2015 to 2021
California	18,827	19,441	22,016	3.3%	13.2%	16.9%
Monterey County	17,187	17,768	19,458	3.4%	9.5%	13.2%
San Benito County	11,985	12,904	14,908	7.7%	15.5%	24.4%
Santa Clara County	24,888	25,483	27,969	2.4%	9.8%	12.4%
Three County Region	26,575	25,071	26,070	-5.7%	11.7%	-1.9%

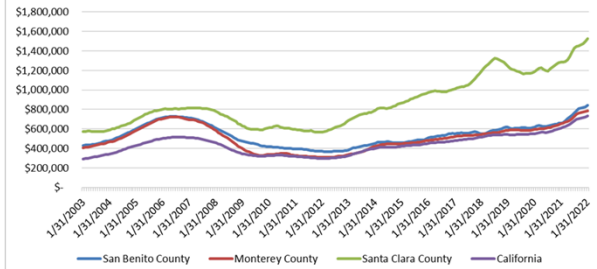
Wahlstrom & Associates / Marie Jones Consulting

## ECONOMIC SNAPSHOT

### HOUSING

- California's high home prices are legendary:
  - It contributes to over-crowding; issues with employee recruitment and retention; drives up wages; and contributes to inflation*
  - Housing prices more than doubled between 2011 and 2022*
  - As the Fed adjusted rates in 2023, housing prices may start to fall*
  - The chart deftly illustrates the rise and fall of the last housing bubble of 2004–2008*
- We may or may not be heading for another housing correction.

**Figure 5**  
Median Home Price: San Benito, Monterey and Santa Clara Counties & California Overall  
1/2003 - 1/2022



**Table X: Medium Home Price, San Benito, Monterey and Santa Clara Counties & California 2003 - 2022**

	2003	2007	2011	Sep-22
San Benito County	\$ 449,495	\$ 621,860	\$ 370,796	\$ 842,442
Monterey County	\$ 432,212	\$ 597,661	\$ 307,287	\$ 826,594
Santa Clara County	\$ 575,286	\$ 789,205	\$ 567,887	\$ 1,540,661
California	\$ 315,176	\$ 463,662	\$ 299,146	\$ 769,405
	% Change 2003 to 2007		% Change 2007 to 2011	% Change 2011 to 2022
San Benito County	38%		-40%	127%
Monterey County	38%		-49%	169%
Santa Clara County	37%		-28%	171%
California	47%		-35%	157%

Source: Zillow Home Value Index (ZHVI), 2022; MJC 2022

Wahlstrom & Associates / Marie Jones Consulting

## ECONOMIC DEVELOPMENT GOALS & OBJECTIVES

### Goal 1: Leverage the County's Economic Strengths

- Grow the agricultural technology, energy, research, and aeronautical sectors of San Benito County's economy
- Construct and maintain the backbone infrastructure systems
- Strengthen the Value-Added Sectors of the economy
- Build synergisms between tourism, agriculture, history, culture, and open-space assets

### Goal 2: Expand Equitable Communitywide Prosperity

- Bring Broadband connectivity to San Benito County
- Focus on infill development
- Expand the supply of housing (including affordable housing for workers)
- Provide good, affordable childcare

Wahlstrom & Associates / Marie Jones Consulting

## ECONOMIC DEVELOPMENT GOALS & OBJECTIVES

### Goal 3: Support People

- Upskill the digital and vocational skills of the workforce
- Support entrepreneurship
- Provide opportunities for County residents to establish careers

### Goal 4: Increase Economic Resilience

- Develop energy solutions to provide long-term access to electrical power and reduce dependence on PG&E
- Develop new water-storage and flood-control management infrastructure
- Prepare for extreme climate or man-made events such as drought, floods, wildfires, and mass shootings
- Prepare for a potential significant earthquake
- Provide businesses and residents with opportunities to learn about cyber security to prevent identity and on-line theft
- Provide businesses and residents with opportunities to reduce or prevent property crime and improve physical security

*Wahlstrom & Associates / Marie Jones Consulting*

## SAN BENITO COUNTY ONGOING ECONOMIC DEVELOPMENT INITIATIVES

### Countywide Urgent and Ongoing Initiatives:

1. Retain Hospital Facilities in San Benito County
2. Generate New Electrical Power Needed to Support Additional Business Attraction & Expansion
3. Develop New College Campus
4. Expand the Youth Empowerment Hub (YEHUB)

### Countywide Initiatives that May Take 3+ Years to Implement:

5. Implement the Proposed Automotive Research and Testing Facilities at Highway 156 and San Felipe Road
6. Implement the Proposed Commercial Center within the Santana Ranch Subdivision
7. Implement the Commercial Development Project at Hwy. 101 and Betabel Road

*Wahlstrom & Associates / Marie Jones Consulting*



## SAN BENITO COUNTY ONGOING ECONOMIC DEVELOPMENT INITIATIVES

### Countywide Long-Term Initiatives:

8. Improve Internet Access for All Businesses and Residents of San Benito County
9. Establish a Countywide Tourism Initiative
10. Develop the Proposed Autonomous Vehicle Innovation Park
11. Expand Outdoor Recreation

### City of Hollister Initiatives:

12. Revitalize Downtown Hollister
13. Attract Investors and Developers to Build New Hangers at the Hollister Municipal Airport
14. Develop Open-Space Taxiways to Allow Businesses Access to the Runways at the Hollister Municipal Airport

### City of San Juan Bautista Initiatives:

15. Implement Wastewater Treatment Services Compliance Initiative
16. Develop A New Source of Clean Drinking Water for the City of San Juan Bautista
17. City of San Juan Bautista Multi-Modal Transportation Project

## OTHER INITIATIVES – 2023

Other Economic Development Advocacies and Ideas	
Protect Prime Agricultural Land	Prepare Third Street Corridor Downtown Improvement Plan (San Juan Bautista)
Place Crop Signs on Farms to Promote Agricultural Tourism	Finish Storm Drain Plan for Industrially Zoned Land (San Juan Bautista)
Add Electric Vehicle Charging Stations Throughout the County	Initiate an Historical Cultural Trail in San Juan Bautista
Create an Entrepreneurship Initiative	Develop New Cold Storage Facilities
Farm and Wine Tours	Establish a Community or Senior Center in San Juan Bautista
Continue to Promote Regular Farmer's Markets (Hollister)	Establish an Agricultural Streambed Maintenance and Water Restoration Program
Develop a Telecommute Center (Hollister)	Establish a New Performing Arts Center in the region

# EDC STRATEGY

## EDC 5-YEAR CEDS WORK PLAN

### Implement the CEDS:

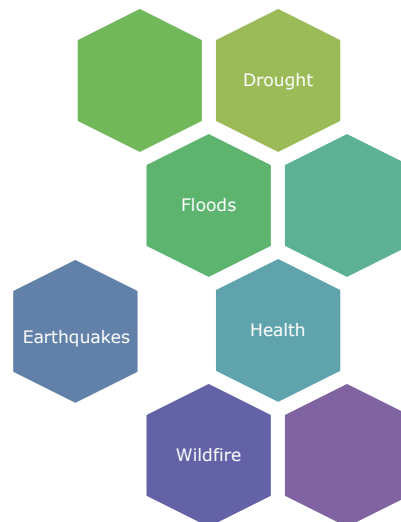
- **Assist Partners in Accessing Grant Funding Resources, Particularly Funding through the EDA**
  - *Distribute grant announcements to project partners (i.e. County, Cities, Special Districts)*
  - *Provide resources for assistance in writing grant proposals*
- **Meet at Least Yearly with the CEDS Strategy Committee & Provide Annual CEDS Updates to Regional Leaders & the EDA**
- **Work with Regional Leaders to Support their CEDS Projects**

### Economic Development Activities:

- **Engage in Business Retention & Expansion Efforts**
- **Assist Businesses or Entrepreneurs in Obtaining Resources for Loans/Grants, Preparing a Business Plan, Locating Commercial Properties, Accessing Permitting or Other Requirements, Etc.**

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# RESILIENCY PLAN



*Wahlstrom & Associates / Marie Jones Consulting*

## RESILIENCY STRATEGY FOR THE UPDATED CEDS (DRAFT)

- Energy
  - Complete a *Microgrid Feasibility Study* to support electrical power expansion for New Development at the Hollister Municipal Airport and the larger region
  - Support development of Solar Farms to provide alternative renewable energy for San Benito County
  - Continue advocating to PG&E and the CPUC for more Electric Power in San Benito County
  - San Benito County Energy Resiliency Project
- Water
  - Pacheco Reservoir Expansion Project
  - Expand Managed Aquifer Recharge
  - Hollister Urban Area Water and Wastewater Master Planning Project
  - City of San Juan Bautista Regional Water and Wastewater Solution
  - North County Project
- Climate
  - Climate Action Plan
  - San Benito County Climate Mitigation Project
- Earthquake
  - Replace Union Bridge with Earthquake and Flood-Resistant/Proof Construction
  - Retrofit Water Supply Systems of San Benito County, City of Hollister, City of San Juan Bautista, San Benito County Water District, and Sunnyslope Water District
  - Inventory County and City Buildings that Require Seismic Retrofit and Identify all the Critical Facilities in the County and Cities
  - Perform Upgrades to the Hollister Municipal Airport in Case of Widespread or Local Disasters
  - Assess San Felipe Dam Failure Scenarios in Relation to the San Benito County Region
  - Develop a Countywide Emergency Operations Center as Part of the New Public Safety Building
  - Comply with State of California and Federal Requirements to Assess the Vulnerability of Dams to Damage from Earthquakes, Landslides, Liquefaction, or Security Threats

## RESILIENCY STRATEGY FOR THE UPDATED CEDS (DRAFT)

- Fire
  - Address the Fire Hazard Area of Tres Pinos in Terms of Water Delivery and Fire Risk Mitigation
  - Encourage Underground Phone and Electrical Utility Lines
  - Require New Developments to Provide Adequate Access, Onsite Fire Protection Systems, Evacuation Signage, and Fire Breaks
  - Ensure Adequate Fire Equipment Road or Fire Road Access to Developed and Open Space Areas
- Flooding
  - Identify Ingress and Egress Routes for Flooding for the City of Hollister, City of San Juan Bautista, and for San Benito County Areas Affected
  - Assess San Felipe Dam Failure Scenarios in Relation to the San Benito County Region
  - Assess the Pajaro River Flood Plain and its Risk to San Benito County Areas
  - Work for Better Cooperation Among the Patchwork of Agencies Managing Flood Control Issues



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# Thank You!

*Wahlstrom & Associates / Marie Jones Consulting*



## PRESS RELEASE

Renee Wells, Executive Director  
Economic Development Corporation of  
San Benito County  
440 San Benito Street, Hollister, CA 95023  
(831) 975-2545  
[rwells@edcsanbenito.org](mailto:rwells@edcsanbenito.org)

June 15, 2023

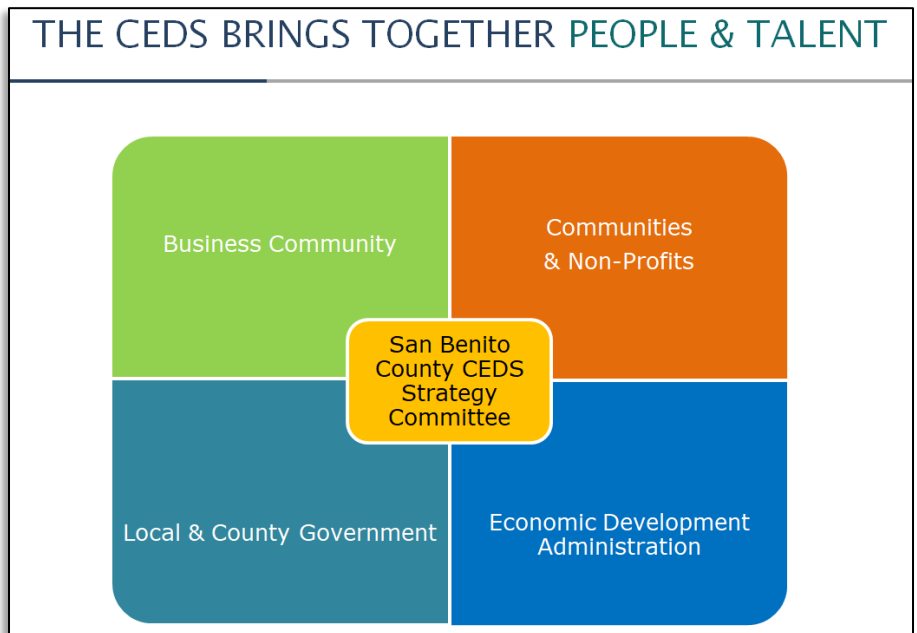
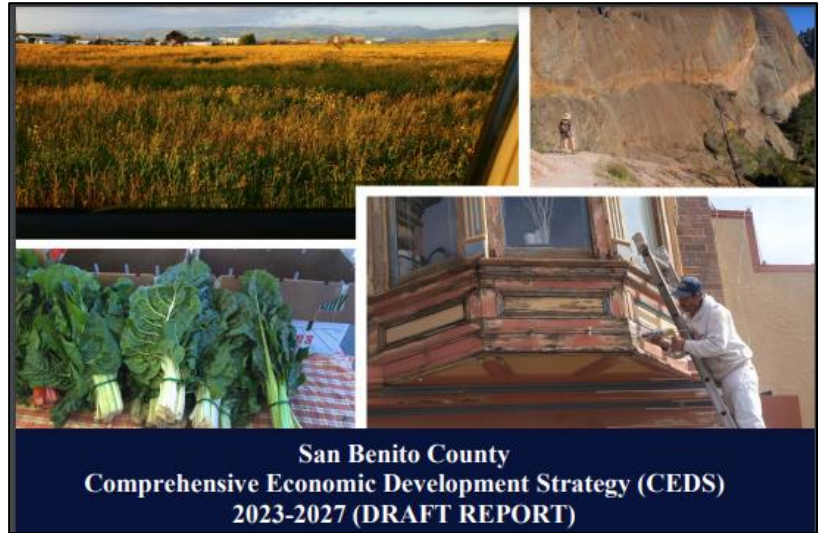
### EDC Announces 30-Day Public Review of the San Benito County *Comprehensive Economic Development Strategy* for 2023-2027

The Economic Development Corporation of San Benito County<sup>i</sup> (EDC) is pleased to announce that after receiving an \$80,000 grant from the Economic Development Administration (EDA), as well as a \$5,000 contribution from the City of San Juan Bautista, it has completed a final draft update of San Benito County's *Comprehensive Economic Development Strategy* (CEDS) for the period 2023-2027.

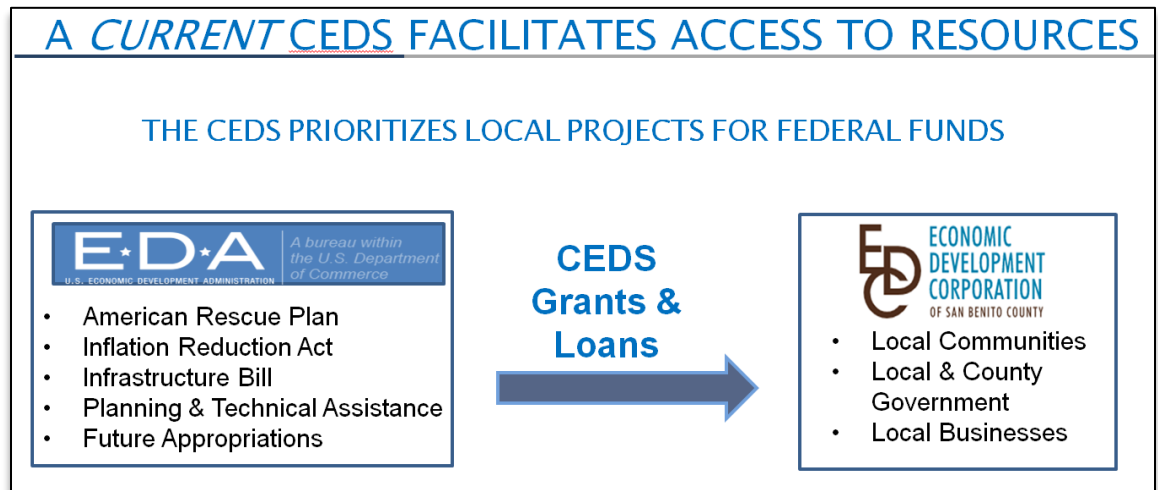
**What is the CEDS?** The CEDS is a 5-year strategy-driven plan that is a partnership between the County of San Benito, the Cities of Hollister and San Juan Bautista, and the EDC that contributes to effective economic development in communities and regions through a locally-based, regionally-driven planning process that engages economic agencies; community leaders; educators; and the public, private, and nonprofit sectors to engage in meaningful conversations and debate about what best serves economic development in the region. It also establishes a strategic "roadmap" for regional collaboration and prosperity and builds on the strengths of the region as well as identifies gaps in resources or expertise.

**Why is the CEDS so Important and How Often is it Updated?** With a current CEDS in place, agencies seeking funding are *more likely* to attract state/federal funding, and it is a prerequisite for any agency to qualify for EDA funding. The CEDS must be:

- Current;
- Updated every 5 years;
- List specific projects that each jurisdiction expects to seek funding from the EDA to support; and
- Adopted by the County of San Benito Board of Supervisors and approved by the EDA.



Without a current CEDS in place, funding would not have been possible to support the County’s Broadband Strategic Plan that’s being developed; support disaster recovery efforts; or support infrastructure and other crucial initiatives. The update of the CEDS for 2023-2027 will align San Benito County, the Cities of Hollister and San Juan Bautista, and nonprofits in the region around priorities and projects that are important to the community—such as retaining hospital facilities, generating electrical power to support commercial development, improving Broadband access, increasing water and sewer storage, workforce training, and fire resiliency—that would not be considered for funding had they not been included in the updated CEDS.



“Updating the CEDS is an important effort for our community to proactively address some of the challenges that we face as a region and to build on our strengths and recognize and work to correct gaps in resources or expertise of the region,” said Renee Wells, EDC Executive Director. “The strategy we develop will serve as a bridge that connects funding at the federal level to much needed projects at our local level.”

Over the last 6–7-months, the EDC worked with its CEDS Consultants and CEDS Strategy Committee—made up of local stakeholders (community leaders, educators, and the public, private, and nonprofit sectors) from the County of San Benito (including those from the Cities of Hollister and San Juan Bautista)—to develop a viable CEDS that creates a strong sense of regional cooperation and partnerships between local businesses and government. The EDC is developing a “CEDS Implementation Plan” that covers the next 5-year term and will guide its administration of the strategic plan over that period, including meeting yearly with the CEDS Strategy Committee to ensure timelines and goals are met.

## EDC 5–YEAR CEDS WORK PLAN

### Implement the CEDS:

- Assist Partners in Accessing Grant Funding Resources, Particularly Funding through the EDA
  - Distribute grant announcements to project partners (i.e., County, Cities, Special Districts)
  - Provide resources for assistance in writing grant proposals
- Meet at Least Yearly with the CEDS Strategy Committee & Provide Annual CEDS Updates to Regional Leaders & the EDA
- Work with Regional Leaders to Support their CEDS Projects

### Economic Development Activities:

- Engage in Business Retention & Expansion Efforts
- Assist Businesses or Entrepreneurs in Obtaining Resources for Loans/Grants, Preparing a Business Plan, Locating Commercial Properties, Accessing Permitting or Other Requirements, etc.

To develop a thorough, concise CEDS, the EDC contracted with Stephen Wahlstrom<sup>ii</sup> (Wahlstrom & Associates) in association with Marie Jones<sup>iii</sup> (Marie Jones Consulting) who bring years of experience and expertise to the effort.

## CEDS PROCESS & CONTENT

1. **Identify Strengths, Weaknesses, Opportunities, & Threats Analysis**
2. **Develop Economic Analysis**
3. **Develop Vision Statement**
4. **Identify & Describe Community Projects via Survey & Interviews**
5. **Develop EDC Strategies**
6. **Develop Resiliency Strategy**
7. **Prepare Draft CEDS**
8. **Obtain Community Review & Feedback**
9. **Prepare Final CEDS & Submit to the EDA and Board of Supervisors for Approval**

**The EDC will host the following two “Town Hall” meetings to provide an overview of the CEDS, and the draft document will be made available for public review through July 31st.**

- June 30<sup>th</sup> from 6:00 – 7:00 p.m. at the County Administration Building (in the Board Chambers at 481 4<sup>th</sup> Street, 1st Floor, Hollister, CA)
- July 6<sup>th</sup> from 5:30 – 6:30 p.m. at the San Juan Bautista City Hall (in the Council Chambers at 311 2<sup>nd</sup> Street, San Juan Bautista, CA)

We appreciate all feedback by July 31<sup>st</sup> in order to finalize the updated CEDS and present it to the EDA and the County of San Benito Board of Supervisors for final review/approval. Following is a link to the CEDS document:

<https://edcsanbenito.org/wp-content/uploads/2023/06/Draft-Report-6-15-2023.pdf>

**All comments on the CEDS should be addressed to EDC staff, as follows:**

- Renee Wells, EDC Executive Director at [rwells@edcsanbenito.org](mailto:rwells@edcsanbenito.org)
- Amy Paris, EDC Coordinator at [aparis@edcsanbenito.org](mailto:aparis@edcsanbenito.org)

<sup>i</sup> The Economic Development Corporation of San Benito County promotes economic growth and development in San Benito County, California through business attraction, retention, expansion and creation, while maintaining and preserving our agricultural land and rural environment. For more information, see [www.edcsanbenito.org](http://www.edcsanbenito.org).

<sup>ii</sup> Stephen Wahlstrom has been engaged in the economic development consulting business for 30+ years. During this time, he has completed nearly 200 consulting assignments in California and 15 other states, mostly in the western US. His portfolio of work includes the preparation of economic development strategies for large regions, counties, cities, and/or neighborhoods. Past projects include the San Bernardino County Five-Year CEDS, the Fresno County Five-Year CEDS, and the Santa Ynez Band of Mission Indians (near Solvang) 2021 annual CEDS update.

<sup>iii</sup> Marie Jones has 30 years of economic development experience providing land use planning, economic development, market analysis, project feasibility, grant writing, and sustainability expertise to public, non-profit, and private clients in California. Her focus is on developing practical solutions that enhance the economic performance and sustainability of projects, organizations, and communities. Past clients include the Cities of Fort Bragg, Benicia, Long Beach, Pasadena, Roseville, San Francisco, Santa Cruz, and Scotts Valley, among others.