

# AGENDA

JOINT MEETING OF THE GONZALES CITY COUNCIL GONZALES SUCESSOR AGENCY, GONZALES SUCCESSOR HOUSING AGENCY, GONZALES ELECTRIC AUTHORITY BOARD, GONZALES MUNICIPAL ELECTRIC UTILTY BOARD CITY COUNCIL CHAMBERS – 117 FOURTH STREET GONZALES, CA 93926 TUESDAY, SEPTEMBER 6, 2022 6:00 P.M.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

1. ROLL CALL- City Council/Successor Agency/Successor Housing Agency/Electric Authority Board/Municipal Electric Utility Board

Mayor Pro Tem/Vice Chair/Vice President Scott, Council/Agency/Board Member Liz Silva, Council/Agency/Board Member Lorraine Worthy, Council/Agency/Board Member Paul Miller, Mayor/Chair/President Jose L. Rios

- \* Successor Agency Item
- Successor Housing Agency/Electric Authority/Municipal Electric Utility Item

### PUBLIC NOTICE

This meeting is being conducted consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The public may participate in person or online via zoom at <u>https://us06web.zoom.us/j/84646456042</u> or call 1-1669-900-6833 and use Meeting ID: 846 4645 6042. If you wish to make either a general public comment or to comment on a specific agenda item, please use the Raise Hand function. You will be allowed three minutes for your comments.

If you choose not to attend the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment limited to 250 words or less by 12:00p.m. on Tuesday, September 6<sup>th</sup> to the City Clerk at <u>cityclerk@ci.gonzales.ca.us</u>

### PRESENTATIONS

- 2. Introduction of Two Youth Commissioners
- 3. Girls State Conference Experience by Diana Daniels
- Consider Approval of, and Present, Proclamation No. 2022-04 Proclaiming September 2022 as National Alcohol and Drug Addiction Recovery Month

#### **BUSINESS FROM THE PUBLIC**

5. Business from the Public not on the Agenda; any member of the Public may address the Council/Agency for a period not to exceed three minutes on any subject not on the Agenda. The Council/Agency will listen to all communications but may take no action.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 147 Fourth Street, Gonzales, California, during normal business hours.

#### **CONSENT AGENDA**

All matters listed under the Consent Agenda are considered routine by the City Council and will be adopted by one action of the Council unless any Council Member has a question or wishes to make a statement or discuss an item. In that event, the Mayor will remove the item from the Consent Calendar for separate consideration.

- \* 6. Approve the Joint City Council and Successor Agency Regular Meeting August 15, 2022 Minutes (Pg. 5)
  - 7. Approve City Accounts Payable Warrants #47462-47524 (Pg. 13)
  - Consider Approval of Resolution No. 2022-64, A Resolution of the City Council of the City of Gonzales Authorizing Execution of a Consulting Services Agreement Between the City of Gonzales (Pg. 17) and EMC Planning Group for Preparation of CEQA Documents for the Gloria Rd. Cooler – Balance of CEQA Services as described in the EMC August 19, 2022 Proposal
  - 9. Consider Approval of Resolution 2022-65, A Resolution of the City Council of the City of Gonzales Designating the Reconstruction of Tavernetti Road Between Gloria Road and the Northbound (Pg. 62) Offramps from US101 as the City's Priority Project for FY 2022-2023 to be Funded by SB 1: The Road Repair and Accountability Act of 2017
  - Consider Approval of Resolution No. 2022-66, A Resolution of the City Council of the City of Gonzales Authorizing Execution of an Amendment to the October 5, 2020 Agreement with Dudek Consulting for Additional Efforts Related to the Design of the Industrial Wastewater System Project in an Amount Not-to-Exceed \$78,000, and Extend the Term of the Agreement to June 30, 2024
- 11. Consider Approval of Resolution No. 2022-67, A Joint Resolution of the Gonzales City Council/Successor Agency to the Gonzales Redevelopment Agency Board/Gonzales Successor Housing Agency Board/Gonzales Electric Authority Board/Gonzales Municipal Electric Utility Board (Pg. 74) Ratifying the Temporary Appointment of Patrick Dobbins as Acting City Manager/Successor Agency Executive Director/Successor Housing Agency Executive Director/Gonzales Electric Authority Executive Director/Gonzales Municipal Electric Utility Executive Director
- \* 12. Consider Approval of Resolution No. SA-2022-03, A Resolution of the Board of the Successor Agency to the Gonzales Redevelopment Agency Approving a Grant Deed From the Successor Agency to the (Pg. 77) City of Gonzales for a 3.69 Acre Parcel of Property, APN 020-121-005, Located at Gabilan Court and Fifth Street
  - 13. Consider Approval of the Layout of the New City Limit Sign (Pg. 89)

#### **REGULAR AGENDA**

- 14. Consider Approval of Resolution No. 2022-63, A Resolution of the City of Council of the City of Gonzales, Approving and Authorizing an Agreement Between Harris and Associates for Initial Work (Pg. 93) on the City of Gonzales 6<sup>th</sup> Cycle Housing Element Update for the Period 2023-2031
  - a) Staff Report
  - b) Public Comment
  - c) Council Discussion
  - d) Council Action
    - Staff Recommended Action-Adopt Resolution No. 2022-63
- 15. Presentation on Tree Removal for the Community Center Complex Site (Pg. 133)
  - a) Staff Report
  - b) Public Comment
  - c) Council Discussion
  - d) Council Action
    - Staff Recommended Action-Receive presentation and provide any feedback

#### **BUSINESS FROM CITY COUNCIL**

16. City Council Board/Committee Reports

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 147 Fourth Street, Gonzales, California, during normal business hours.

- a. Transportation Agency for Monterey County
- b. Mayor Selection Committee
- c. Salinas Valley Recycles
- d. Measure K Oversight Committee
- e. Salinas Valley Basin Groundwater Sustainability
- f. City's 75<sup>th</sup> Anniversary Committee
- 17. Oral Communications

#### BUSINESS FROM CITY MANAGER

18. Oral Communications

#### ADJOURNMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (831) 675-5000. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (CFR 35.102-35.104 ADA Title II). This is a public meeting and as such, can be seen live by people present or online and is being recorded; therefore; anything you say or do here is public information. The recordings are available online.

## AGENDA ITEM 4

# **PROCLAMATION NO. 2022-04**



WHEREAS, mental health and substance use disorders affect all communities nationwide, with commitment and support, those impacted can embark on a journey of improved health and overall wellness; and

**WHEREAS** the focus of National Recovery Month this September is to celebrate all people that make the journey of recovery possible; and

WHEREAS, the impact of mental health and substance use disorders is apparent in our local communities, and an estimated 22 million people in United States aged 12 or older self-reported needed substance abuse treatment in the past year: and

WHEREAS, through Recovery Month, people become more aware and able to recognize the signs of mental health and substance use disorders and encourages people in need of recovery services to seek help; and

**WHEREAS,** the Recovery Month observance continues to work to improve the lives of those affected by mental health and substance use disorders by raising awareness and educating communities about the effective services that are available; and

**WHEREAS**, prevention of mental and substance use disorders works, treatment is effective, and people recover in our area and around the nation.

**NOW, THEREFORE,** for the above reasons, I am asking the residents of the City of Gonzales to join me in celebrating September as National Recovery Month. I, Mayor Jose Rios, on behalf of the Gonzales City Council do hereby proclaim the month of **September 2022** as "**NATIONAL ALCOHOL AND DRUG ADDICTION RECOVERY MONTH**" and call upon our community to observe this month with compelling programs and events that support this year's observance, the 33<sup>rd</sup> anniversary of Recovery Month by embracing the 2022 theme, "**Recovery is For Everyone: Every Person, Every Family, Every Community**."

**Jose L. Rios,** The Honorable Mayor September 6, 2022

## **MINUTES**

Nine Capita

## JOINT MEETING OF THE GONZALES CITY COUNCIL AND GONZALES SUCCESSOR AGENCY MONDAY, AUGUST 15, 2022 6:00 P.M.

## CALL TO ORDER

The meeting was called to order at 6:00 PM by Mayor Jose L. Rios.

## PLEDGE OF ALLEGIANCE

### **ROLL CALL**

Attendee Name	Title	Status
Jose L. Rios	Mayor/Chair	Present
Scott Funk	Mayor Pro Tem/Vice Chair	Present
Liz Silva	Council/Agency Member	Present
Lorraine Worthy	Council/Agency Member	Present
Paul Miller	Council/Agency Member	Present

\* Successor Agency Item

### **STAFF PRESENT**

Acting City Manager Patrick Dobbins, City Attorney Michael F. Rodriquez, Community Development Director Taven Kinison Brown, Executive Assistant to the City Manager/Deputy City Clerk Mary Villegas, Development Services Technician/Administrative Analyst Alejandra Flores, Administrative Assistant II Miranda Uribe, Fire Chief Jason Muscio, and Police Chief Keith Wise.

Mayor Pro Tem Funk read the following notice:

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If you choose not to attend the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment limited to 250 words or less by 12:00p.m. on Monday, August 15<sup>th</sup> to the City Clerk at <u>cityclerk@ci.gonzales.ca.us</u>

### PRESENTATIONS

2. Young Legislators Program

Marisa Hernandez, Senator Caballero's Office, presented the program information explaining the different sessions held via zoom, guest speakers and topics such as Intro to Government, Mental Health Awareness, Elections, Civic Engagement, and mock hearings, as well as the Capital trip overview.

Sherlyn Flores, Program Participant, explained her experience and what she learned.

3. Salinas Valley Safe Routes to School Plan

Amelia Conlen, Ecology Action Planner, gave an overview of the project and talked about the process which consisted of 22 schools in Greenfield, Soledad, Gonzales and King City; partnership between TAMC, MCHD, Ecology Action, Cities and 5 School Districts; funding by Caltrans Planning Grant; steering committees for each City; plan process; and public input opportunities. She said more information can be found on the website at <u>https://saferoutesmonterey.org/evaluation-salinasvalley/</u> and information is available in Spanish as well.

4. Gonzales Youth Council Summer Fellowship Capstone

Sherlyn Flores, Valeria Tinoco, Luke Naegle, Aliyah Castillo, and Jozelyn Reyes-Vargas introduced themselves.

Cindy Aguilar, Former Youth Commissioner and C4 Associate, elaborated on how she facilitated, planned, and implemented their fellowship experience sponsored by the City of Gonzales, which was aimed to deepen the students' knowledge and understanding in regards to City and School governance.

The Youth Council gave an overview of the program, the Youth Commissioners, the Youth Commissioner Ambassadors, individual highlights by each member, the action projects, and the next steps. They thanked the City Council for being able to provide them with the opportunity to let youth make a difference in the community and would love for this program to continue for future youth so they can have the same opportunity, and for Michelle and Cindy and past youth commissioners to lead this program.

The Council thanked and commended them for their great work.

5. Appointment of New Youth Commissioners

City Attorney Rodriquez mentioned this can happen at the next meeting.

Mayor Pro Tem Funk said will be agendized for the next meeting.

### **BUSINESS FROM THE PUBLIC**

6. Business from the Public not on the Agenda; any member of the Public may address the Council for a period not to exceed three minutes on any subject not on the Agenda. The Council will listen to all communications, but may take no action.

Magaly Santos, Gonzales Resident and UC Berkely Student, elaborated on her summer internship she had at the City in the Community Engagement and Strategic Partnerships Department; thanked Carmen Gil for taking her under her wing and learned a lot under her leadership, and City Hall staff. She was grateful for the opportunity and she has grown in her knowledge of City government and community health and wellbeing.

She also expressed a sincere concern to the Council not as an Intern for their City, but as young woman of color in the community. She commented on Gonzales being a community of primarily migrant Spanish speaking low income farm workers from Mexico, El Salvador, Guatemala and Honduras and other central and South America Countries; acknowledged population of other ethnicities and races; feared community members and their children's experience being only acknowledged in a superficial level of understanding; recently was approached by a City leader to converse about Americanism, patriotism and importance of civic education within our school systems; said they spoke about the possible need to go into Gonzales schools and speaking to the children of primarily people of color about Americanism and patriotism. As a Graduate of Gonzales Highs School, she learned a lot about Americanism and patriotism; ethnic studies only through courses offered by Hartnell College; the history of this community and students here at the elementary, middle school and high school not being reflected in Americanism nor patriotism; acknowledged civic education was important but disagreed that Americanism and patriotism are conversations our young people would like to engage in because it disregards their history; she respectfully suggested when looking to introduce civic education to the community, the importance of culture relevancy, and advised the City leaders to be more engaged and make a conscience effort to learn about the history of other folks non-white in your community.

Christian Avina, Gonzales Firefighter, shared his passion for saving lives and involvement in this community. He also shared the experience and results of the Gonzales first blood drive, which was very successful in saving 87 lives in the Central Coast based on the number of pints of blood donated. He thanked the Community Health Workers, on and off duty Fire Department staff, Starbucks, Del Valle Paleteria, and Kim Cakes. He said this was one of many blood drives and they will continue to have events for the City. He added the Fire Department will continue in a progressive mindset in thinking how they can make our City government more involved in our community, and will continue to improve.

David Vasquez, Gonzales Fire Lieutenant, notified the Council they have been wanting to organize as a union and have contacted the International Association of Firefighters and they gave them a local number of 5388. He said the majority of the Firefighters have been talking about this for a while and they are willing to work with the City whenever possible. He echoed Firefighter Avina's comments about the blood drive event that was Firefighter Avina's idea, and they hope to have more blood drives, toy drives, car seat installations, and training for the community.

## CONSENT AGENDA

- \* 7. Approve the Joint City Council and Successor Agency Regular Meeting August 1, 2022 Minutes
  - 8. Approve City Accounts Payable Warrants #47406-47461
  - 9. Community Development Department Activity Report
  - 10. Community Engagement & Strategic Partnerships Activity Report
  - 11. Fire Department Activity Report
  - 12. Police Department Activity Report
  - 13. Public Works/City Engineer Department Activity Report

- 14. Recreation Department Activity Report
- 15. Consider Approval of Resolution No. 2022-60, A Resolution of the City Council of the City of Gonzales Authorizing the Establishment and Maintenance of Bank Accounts for Municipal Funds and Repealing Resolutions in Conflict Herewith
- 16. Consider Approval of Resolution No. 2022-61, A Resolution of the City Council of the City of Gonzales Authorizing Investment of Monies in the Local Agency Investment Fund

Mayor Rios pulled Item 8 for further discussion.

With regard to warrant #47417 for Swinerton, Mayor Rios asked to see a detail of what they did for \$60,000 plus since it looks like a lot of money. And for the future, he would like to see a detail of the hours worked and what they are working on so he can feel better when signing their warrant.

Acting City Manager Dobbins responded that was \$66,000 which was payment for two months, May and June, and they provide very detailed invoices. He said he will follow through and provide that information to the Council as to what they did during that period.

Council Member Silva asked if that amount was part of the last \$700,000 that the Council approved.

Acting City Manager Dobbins responded that the invoices were under last year's services.

Council Member Silva concurred with Mayor Rios. She would like to see more detail.

Acting City Manager Dobbins reiterated he'll provide them with that information.

<b>RESULT:</b>	APPROVED [UNANIMOUS]
<b>MOVER:</b>	Liz Silva, Council Member
<b>SECONDER:</b>	Paul Miller, Council Member
AYES:	Jose L. Rios, Scott Funk, Liz Silva, Lorraine Worthy, Paul Miller

#### **REGULAR AGENDA**

17. Presentation on Proposed New City Limit Signs

**Staff Report:** Acting City Manager Dobbins presented the staff report and showed pictures of the previous and proposed signs.

Public Comments: There was none.

**<u>Council Discussion:</u>** General discussion took place.

It was the Council's consensus to provide direction to staff to add the City's population number and elevation to the sign and bring it back at the next meeting.

18. Consider Approval of Resolution No. 2022-62, A Resolution of the City Council of the City of Gonzales In Support of Measure D, a Measure to be Considered at a Special All-Mail Ballot Election on August 30, 2022, Increasing the City's Transactions and Use Tax (Sales Tax) by One-Half Percent (0.5%), with the Use of Such Special Tax Funds to Initially be Dedicated Exclusively to the Gonzales Community Center Complex Project and Thereafter to Road Maintenance and Repair, with the Use of Such Revenue to be Subject to Annual Audits by an Independent Auditor

Staff Report: City Attorney Rodriquez presented the staff report.

Public Comments: There was none.

**<u>Council Discussion:</u>** General discussion took place.

<b>RESULT:</b>	APPROVED [UNANIMOUS]
<b>MOVER:</b>	Lorraine Worthy, Council Member
<b>SECONDER:</b>	Liz Silva, Council Member
AYES:	Jose L. Rios, Scott Funk, Liz Silva, Lorraine Worthy, Paul Miller

19. Consider Approval of Resolution No. 2022-58, A Resolution of the City of Gonzales, approving and authorizing an Agreement Between Community Housing Improvement Systems and Planning Association, Inc. (CHISPA), and the City of Gonzales for Purchase and Sale of Real Property and Escrow Instructions for the property located at 498 S. Alta Street, Gonzales, CA (APN 020-041-016)

**Staff Report:** Community Development Director Kinison Brown presented the staff report via a powerpoint presentation.

Dana Cleary, CHISPA, answered Council Member's Worthy question about when they will know whether or not they can have option one or option two. She said option one was what the City and CHISPA wanted, which was 100% seniors, except for the manager's unit.

**Public Comments:** Maria Orozco, 1443 Rhone Way, said this was a great opportunity for affordable housing in our community, and shared a concern about some folks who feel these are the units that originally were going to be built on Gabilan Court, and there may be some confusion since this is a CHISPA Project and those originally were a CHISPA project. According to folks, they were told when they signed the petition that those apartments were going to be built on other City property and at that time we didn't have City property. She was concerned that these folks are going to think these are the units that were once going to be built at Gabilan Court and will be disappointed to know they are not going to be multi-family units.

**<u>Council Discussion:</u>** General discussion took place.

City Attorney Rodriquez asked the Council to approve the resolution with direction to staff to make the necessary changes to the resolution.

<b>RESULT:</b>	APPROVED [UNANIMOUS] with the corrections to reflect 100% senior
	housing with the exception of the unit for the Manager
<b>MOVER:</b>	Liz Silva, Council Member
<b>SECONDER:</b>	Lorraine Worthy, Council Member
AYES:	Jose L. Rios, Scott Funk, Liz Silva, Lorraine Worthy, Paul Miller

City Attorney Rodriquez made a clarification. He said both of those projects were 100% for seniors. The 40% comes from the ability to restrict them on the basis of income. The maximum amount of units that can be restricted in each one of the two scenarios is 40% of that project.

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### **BUSINESS FROM CITY COUNCIL**

20. Consider Appointment to the Planning Commission

Packet Pg. 9

Community Development Director Kinison Brown introduced candidate Hortencia Vargas.

Hortencia Vargas gave the Council a background on her previous job and expressed her interest in being part of the Planning Commission.

It was the Council's consensus to appoint Hortencia Vargas to the Planning Commission.

21. Consider Appointment of Voting Delegate for the League of California Cities Conference

It was the Council's consensus to appoint Mayor Pro Tem Funk to be the Voting Delegate at the League of California Cities Conference.

- 22. City Council Board/Committee Reports
  - League of California Cities Monterey Bay Division Mayor Pro Tem Funk reported the Annual Conference was coming up.
  - b. Association of Monterey Bay Area Governments Mayor Pro Tem Funk reported on the long meeting they had and the main item being the regional housing needs assessment numbers and State coming back with the recommendations; and hearings held.
  - c. Monterey Salinas Transit Council Member Worthy said there was no meeting in the month of August.
  - City & School Joint Steering Committee
     No report. Mayor Pro Tem Funk said the takeaway was to set up something after the Superintendent sets in.
  - e. Economic Development Committee No report.
- 23. Oral Communications

Council Member Worthy announced the food bank this Friday the 19<sup>th</sup> and next Friday the 26<sup>th</sup> at the Community Church. She thanked the Fire Department for the blood drive where she attended and donated blood. She also thanked the Police Department for the National Night Out event. She understood we did not have an ordinance for RVs and wanted to know if we can do something about that.

Acting City Manager Dobbins asked if she was referring to long term parking on City streets.

Council Member Worthy responded yes.

Acting City Manager Dobbins mentioned there was a 72-hour maximum parking.

Council Member Worthy said it's becoming an issue and she almost got into a couple of accidents where she couldn't see the person around the corner. She said it was a problem around the community and some people are living in RVs and she understands there is a housing issue but parking on the streets is an issue because of the narrow roads and it's a traffic hazard. She said it's something that she has been talking about since 2019.

Mayor Rios said the City of Salinas has a very aggressive ordinance and it may be something we can take a look at.

Community Development Director Kinison Brown indicated since he spoke with Council Member Worthy, he has seen in the land use zoning map highway commercial, with a Use Permit, they can provide an RV storage facility or mini storage. So maybe he can contact some companies about that.

Acting City Manager Dobbins mentioned staff can bring something back maybe at the second meeting in September.

Council Member Silva said she had a lot of fun at the circus and thanked those who brought it to town. She thanked the Fire Department for holding the blood drive. She announced the Monterey County Fair August 25<sup>th</sup> - 27<sup>th</sup>, which is the livestock show in Monterey and hoped to see people supporting the youth. She announced the following weekend will be the regular fair, September 1<sup>st</sup> - 5<sup>th</sup>. She reminded everyone to fill out the ballot for Measure D and there was a secured ballot box outside City Hall where they can be dropped in.

Council Member Miller heard the blood drive and national night out were great events which he had to miss due to family stuff going on. He congratulated our Interim City Manager Carmen Gil on the birth of her son.

Mayor Pro Tem Funk thanked Public Works, Fire and Police Departments for the recent events which were all successful. School started and it was great to see Public Works out there keeping the traffic flowing.

Mayor Rios thanked the Fire Department for the blood drive and Public Works for working with the Youth Council who really appreciated their efforts and work. He appreciated the bright yellow lines marked on the street which are vitally important, and really helpful for him. He asked staff about some of the trees that were replaced and asked if they were still alive.

Acting City Manager Dobbins responded that staff has an ongoing tree replacement program and there were some trees that did not take and the contractor replaced those, but staff is checking the state of the trees.

Mayor Rios thanked staff for being on top of this.

### **BUSINESS FROM CITY MANAGER**

24. Oral Communications

Acting City Manager Dobbins reported he will be attending the League of California Cities Conference along with Mayor Pro Tem Funk on September 7<sup>th</sup> and 8<sup>th</sup>. On another note, he said staff enjoyed and appreciated the circus and barbecue at the park afterwards. He announced the Interim City Manager Carmen Gil had her boy this morning and all went well.

City Attorney Rodriquez clarified on Item 19 in today's agenda, the CHISPA Project. He said both of those projects were 100% for seniors. The 40% comes from the ability to restrict them on the basis of income. The maximum amount of units that can be restricted in each one of the two scenarios is 40% of that project.

Community Development Director Kinison Brown reported on the building codes.

### **CLOSED SESSION**

Any member of the public may address the Council on a closed session item appearing on the agenda. Speakers shall have a limited time of three (3) minutes. Please be brief and to the point.

25. The City Council will recess to closed session to consider personnel matters pursuant to Government Code Section 54957(b)(1)- City Manager -Employment/Recruitment.

The Council conferred with Legal Counsel and provided direction, no other reportable action taken.

## ADJOURNMENT

<b>RESULT:</b>	APPROVED [UNANIMOUS]
<b>MOVER:</b>	Liz Silva, Council Member
<b>SECONDER:</b>	Lorraine Worthy, Council Member
AYES:	Jose L. Rios, Scott Funk, Liz Silva, Lorraine Worthy, Paul Miller

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The meeting was adjourned at 8:05 PM.

## ATTEST:

Mary Villegas, Deputy City Clerk

City Of Gor	ızales				BANK:	RABOBANK	7	Date: Time: <sup>P</sup> age:	08/12/2022 8:37 am 1
Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description		Amoun
RABOBA	NK Checks								
47462	08/12/22	Printed			3045	ALLIANT INSURANCE SERVICES	ACIP Crime Annual Premium FY 2022	-23	3,485.00
47463	08/12/22	Printed			1821	CSK AUTO, INC.	HVAC Actuator		35.99
47464	08/12/22	Printed			3028	D & J TIRE SERVICE	Tire Repair		110.00
47465	08/12/22	Printed			3466	ECMS, INC.	Uniforms		2,199.20
47466	08/12/22	Printed			3274	GONZALES ACE HARDWARE	Poly Tube - Sampler Repair		48.34
47467	08/12/22	Printed			225	GONZALES IRRIGATION	Irrigation Repair - Bubbler		33.28
47468	08/12/22	Printed			4278	JUAN CARLOS GONZALEZ	Program for Summer Camp		400.00
47469	08/12/22	Printed			4120	HILL BROTHERS CHEMICAL	Chemicals		3,862.50
47470	08/12/22	Printed			72	MISSION UNIFORM SERVICE	City Hall Mats		209.18
47471	08/12/22	Printed			2685	SC FUELS	Fuel for Fire Engines		857.06
47472	08/12/22	Printed			4276	THE PAPE GROUP INC.	Forklift - PD		363.02
47473	08/12/22	Printed			4277	VALLEY OVERHEAD DOORS & GATES	Exterior Gate Repair		1,781.00
47474	08/12/22	Printed			101	ZUMAR INDUSTRIES	Stop Signs		1,210.26
					Total Checks:	13	Checks Total (excluding void checks):		14,594.83

Total Payments: 13

Total Payments: 13

Grand Total (excluding void checks):

Bank Total (excluding void checks):

14,594.83

14,594.83

City Of Gon	zales				BANK:	RABOBANK	Date: Time: Page:	08/18/2022 3:17 pm 1
Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amoun
RABOBA	NK Checks							
47475	08/19/22	Printed			108	AIRGAS	Propane	156.25
47476	08/19/22	Printed			2	ALL - SAFE ALARMS	, Monthly Monitoring	400.00
47477	08/19/22				3893	ALVAREZ TECHNOLOGY GROUP, INC.	GIS Laptop	2,586.32
47478	08/19/22	Printed			137	AMERICAN SUPPLY CO.	Supplies	696.27
47479	08/19/22	Printed			2731	ANTHEM BLUE CROSS	Reconcile Anthem Health Ins. Premium	4,529.42
47480	08/19/22	Printed			3033	ASAP SIGNS & PRINTING	Nameplate	27.86
47481	08/19/22	Printed			1618	AVAYA FINANCIAL SERVICES	Maintenance - Aug. 2022	641.26
47482	08/19/22	Printed			4119	CANNON CORPORATION	GIS Support	334.50
47483	08/19/22	Printed			889	CASNER EXTERMINATING, INC.	Extermination Services	260.00
47484	08/19/22				479	COSTCO WHOLESALE MEMBERSHIP	Annual Membership	240.00
47485	08/19/22				4063	CYPRESS COAST FORD	Vehicle Maint. Supplies	128.27
47486	08/19/22				3028	D & J TIRE SERVICE	Flat Repair	290.94
47487 47488	08/19/22	Printed			2895 507	DE LAGE LANDEN PUBLIC FINANCE EMC PLANNING GROUP INC.	Solar Project Payment Rianda Project - CEQA	22,692.17 2,873.77
47489	08/19/22				4270	EMPLOYER DRIVEN	EDIS Claims Funding Deposit	7,500.00
47490	08/19/22				197	INSURANCE FARMERS FOOD MARKET	Water for Blood Drive	116.13
47492	08/19/22				3274	GONZALES ACE HARDWARE	Maint. Shop - Mower Wheels Exchanged	426.37
11 102	00/10/22	1 milliou			0211	INC.	Wheels	120.01
47493	08/19/22	Printed			289	GRANITE ROCK COMPANY	Street Patch	2,411.42
47494	08/19/22	Printed			4071	GREAT AMERICA FINANCIAL	Copier Lease	1,809.68
47495	08/19/22	Printed			1319	GREEN VALLEY FARM SUPPLY	Rodent Control	408.40
47496	08/19/22	Printed			3228	HARRIS & ASSOCIATES, INC.	Assessment District Reports	5,067.60
47497	08/19/22	Printed			2818	JARVIS FAY LLP.	Legal Services	11,952.00
47498	08/19/22				2686	DAVID & DONA LLOYD	After Hours Answering Service	89.00
47499	08/19/22				204	LN CURTIS & SONS	Uniform	4,238.91
47500	08/19/22				2396	MANDEGO APPAREL	Kid Power Staff Shirts	314.31
47501	08/19/22	Printed			673	MCCLEOA	MCCLEOA 2022/2023 Dues	300.00
47502	08/19/22				72	MISSION UNIFORM SERVICE	Mats	179.38
47503 47504	08/19/22 08/19/22				3970 54	MNS ENGINEERS, INC. MONTEREY BAY AIR RESOURCES	Rianda Cooler Development Assessment FY22-23	1,018.48 4,170.00
47505	08/19/22	Printed			3821	PASSPORT LABS, INC.	Citation Management	800.00
47506	08/19/22				2439	PG&E CFM PPC DEPARTMENT	PG&E Service for IWTF	5,674.65
47507	08/19/22	Printed			4166	SAGE RENEWABLE ENERGY	Microgrid PM Services	5,815.00
47508	08/19/22	Printed			2673	SPECTRUM	Cable Services - July	428.74
47509	08/19/22	Printed			4234	STRIPE A LOT, INC	Crosswalks - Elko, 1st, 5th	4,965.00
47510	08/19/22	Printed			1890	THE SPCA OF MONTEREY COUNTY	Monthly Services - July	1,575.00
47511	08/19/22	Printed			4086	TRANS UNION LLC	Employment Background	3.46
47512	08/19/22	Printed			27	TRI - CITIES DISPOSAL	Drop Box Services - July	1,734.33
47513	08/19/22	Printed			3718	TRINI'S PLUMBING	Fire Dept Maint. Supplies	582.80
47514	08/19/22				3410	ULINE, INC.	Kid Power Supplies Disinfectant & Ice Packs	1,708.39
47515	08/19/22	Printed			99	VOSTI'S, INC.	Equip. Repair - Air Filter	333.28
					Total Checks:	40	Checks Total (excluding void checks):	99,479.36
					Total Payments:	40	Bank Total (excluding void checks):	99,479.36
					Total Payments:	40	Grand Total (excluding void checks):	99,479.36

Attachment: Warrants #47462-47524 (2525 : Approve City Accounts Payable Warrants #47462-47524)

City Of Gor	izales				BANK:	RABOBANK	Date: Time: Page:	08/18/2022 3:20 pm 1
Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amoun
RABOBA	NK Checks							
47516	08/19/22	Printed			1922	A & G PUMPING, INC.	Porta Potties Central Park 6/29/22	183.50
47517	08/19/22	Printed			3228	HARRIS & ASSOCIATES, INC.	Rianda Project	1,140.00
47518	08/19/22	Printed			2450	ANGEL H. JOHNSTONE	CDBG Consulting Services June Services	14,032.20
47519	08/19/22	Printed			72	MISSION UNIFORM SERVICE	City Hall Mats	47.10
47520	08/19/22	Printed			243	MONTEREY COUNTY INFORMATION	County I.T. Services	2,849.84
47521	08/19/22	Printed			4167	SAVE THE WHALES	Stormwater Permit Outreach July 1, 2021-June 30, 2022	10,102.00
47522	08/19/22	Printed			2685	SC FUELS	Fuel for Fire Engines	484.87
					Total Checks:	7	Checks Total (excluding void checks):	28,839.51
					Total Payments:	7	Bank Total (excluding void checks):	28,839.51
					Total Payments:	7	Grand Total (excluding void checks):	28,839.51

							Date: Time:	08/25/2022 5:04 pm
City Of Gonzales						K: RABOBANK	Page:	1
Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amoun
RABOBA	NK Checks	;						
47523	08/25/22	Printed			341	PATRICK ASKEW	Retiree Medical Insurance Aug.	361.00
47524	08/25/22	Printed			341	PATRICK ASKEW	Retiree Medical Insurance Sept	361.00
					Total Checks	s: 2	Checks Total (excluding void checks):	722.00
					Total Payments	s: 2	Bank Total (excluding void checks):	722.00
					Total Payments	s: 2	Grand Total (excluding void checks):	722.00



City of Gonzales

# COMMUNITY DEVELOPMENT DEPARTMENT

# **STAFF REPORT**

**TO:** Honorable Mayor Rios and City Council

**DATE:** September 6, 2022

FROM: Taven Kinison Brown, Community Development Director

THROUGH: Patrick Dobbins, Acting City Manager

**SUBJECT:** Resolution No. 2022-64 Agreement with EMC Planning Group for Preparation of CEQA Documents for the Gloria Rd. Cooler - Balance of CEQA Services as Described in the EMC Planning Group August 19, 2022 Proposal

## **RECOMMENDATION**

It is recommended that the City Council:

- Receive the staff report; and
- Adopt Resolution No. 2022-64, A Resolution of the City Council of the City of Gonzales Authorizing Execution of a Consulting Services Agreement Between the City of Gonzales and EMC Planning Group for Preparation of CEQA Documents for the Gloria Rd. Cooler Balance of CEQA Services as described in the EMC August 19, 2022 Proposal.

## BACKGROUND

On January 18, 2022, the City Council Approved a three year On-call Consultant List for Professional Planning Services that included EMC Planning Group as a selected firm, among others.

About February and March, the Rianda Family Limited Partnership approached the City about the possibility of annexing a portion of their Gloria Road property that is within the City Sphere of Influence (SOI) for the development of an agricultural cooler facility and asked that the City process a discretionary permit application for the facility once the land areas are within the City limits upon a successful annexation.

On April 18, 2022, the City Council approved a Reimbursement Agreement between the City of Gonzales and Rianda Family Limited Partnership and authorized the City Manager to sign the agreement.

Since this time, City staff and the Rianda Family Limited Partnership and their representatives have been working to enhance the project description, proposed facility configuration and have been considering onsite and off -site improvements that may be necessary to support the cooler facility.

In June of this year, the client requested and directed the City to explore traffic impacts first before committing additional financial resources to the full CEQA environmental review. The city accommodated this direction of the Rianda Family Limited Partnership and prepared a consulting services agreement and scope of work to only include a Phase 1 Scope of Work to evaluate traffic impacts (Resolution 2022-33). The Phase 1 Scope of Work to evaluate traffic impacts has now been completed and potential traffic impacts are understood by the client. The Rianda Family Limited Partnership has now directed the City to proceed with the balance of the full CEQA environmental review.

A new Consulting Services Agreement between the City of Gonzales and EMC Planning Group must be developed and signed by all parties prior to work commencing on the balance of the full CEQA environmental review. While the monetary amount of the contract will reflect the full costs and state-required tasks and processes associated with the construction of a defensible Environmental Impact Report (EIR), the expressed hope of the client's team is to avoid the need for an EIR if the City can determine after an evaluation of environmental impacts that a Mitigated Negative Declaration will suffice.

While the EMC Planning Group has estimated that \$225,510 will be needed to complete the CEQA review, the client's team has expressed a hope for actual costs to be less than this amount if the City can determine that a Mitigated Negative Declaration will suffice. Never-the-less, the client has expressed a desire to proceed with the balance of environmental review. All work will be prepared in accordance with the requirements of the California Environmental Quality Act. It is the client's and City's intention to complete the CEQA review and deliver the project through all City and LAFCo processes.

### The proposed Gloria Road Cooler.

As a refresher to the project again for Council, the project area lies across the southeastern city limit line along Gloria Road on a 107-acre property owned by the Rianda Family Limited Partnership. Twenty-three (23) acres within the City limits are zoned Highway Commercial and are not proposed for development at this time, but on the balance of the 84 acres owned, the Rianda Family Partnership is exploring construction of a 240,888 – 310,863 square foot cooler facility with 907,744 – 1,047,744 square feet of impervious surfaces to accommodate parking and pavement areas for employees and agricultural vehicles and outdoor storage.

The facility will consist of approximately 188,750 square feet of raw product cold storage, processing lines where the produce will be cleaned, sized, packaged, and shipped, as well as approximately 47,700 square feet of office administration space and miscellaneous mechanical and storage rooms and shop areas. (See the Site Plan in Attachment 2)

### Processes ahead for the Cooler.

Also part of the Gloria Road Cooler proposal and project description will be requests to change General Plan Land Use Map and Zoning Map District designations to enable a single-use industrial development proposal on lands the City and General Plan had anticipated for future residential neighborhoods. The review processes ahead include completing all environmental documentation that will include an evaluation of the code changes / legislative actions necessary, Planning Commission review, City Council review, and LAFCo review to incorporate the project land area into the City of Gonzales. Following those

activities will be the applicant's efforts to meet conditions of approval and satisfy mitigation measures and present construction plans to the Building Division.

### How Recommendation Supports the Vision

Gonzales will continue to be a safe, clean, family-friendly community, diverse in its heritage, and committed to working collaboratively to preserve and retain its small-town charm.

Explain: Preparation of CEQA documentation (through a consultant agreement contract) is needed to fully disclose potential environmental effects of the project to the community and infrastructure, and should the project be approved, supports our vision to provide new job opportunities.

#### Explain how the Recommendation Directly Implements the Mission

The City Council and Staff of the City of Gonzales will realize our Vision by providing the leadership, commitment, and resources necessary to provide excellent services that enhance the quality of life of our diverse community. X Yes \_\_\_\_ No\_\_\_\_ N/A

Explain: Preparation of the CEQA documentation needed to entitle an agricultural cooler and processing facility will lead to the enhancement of the community's quality of life by ultimately providing new job opportunities.

City services will be delivered in a cost-effective, respectful, and friendly manner to ensure the safety and well-being of the residents and the promotion of business, recreational, housing and employment opportunities in an environmentally sustainable manner. X Yes No N/A

Explain: Planning review under the California Environmental Quality Act (CEQA) allows full disclosure of potential environmental impacts and informs the public and decision makers prior to taking action on new developments.

Strong fiscal policies allow us to provide appropriate infrastructure for:

- X Yes N/A Public Safety No
- Yes • Housing
- No X N/A No X N/A Yes • Recreation
- No N/A • Environment Yes
- Yes No N/A Education

**Explain:** The costs of reviewing and analyzing new development proposals is born by the private parties in interest. Contractual Planning services, paid through reimbursement agreements with project proponents, protects the general fund and strives to be fiscally neutral.

## **ALTERNATIVES**

1. Amend or modify staff recommendation.

## **BUDGET IMPACT**

This anticipated \$225,510 contract will be funded by the Rianda Family Limited Partnership and will have no impact to the general fund or other accounts.

## **CONCLUSIONS**

It is recommended that the City Council adopt Resolution No. 2022-64, A Resolution of the City Council of the City of Gonzales Authorizing Execution of a Consulting Services Agreement Between the City of Gonzales and EMC Planning Group for Preparation of CEQA Documents for the Gloria Rd. Cooler – Balance of CEQA Services as described in the EMC August 19, 2022 Proposal.

#### Attachments:

- 1. Resolution No. 2022-64 w/ Conslting Services Agreement
- 2. Proposed Site Plan Dated 04-26-2022

## **RESOLUTION NO. 2022-64**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES AUTHORIZING EXECUTION OF A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF GONZALES AND EMC PLANNING GROUP FOR PREPARATION OF CEQA DOCUMENTS FOR THE GLORIA RD COOLER – BALANCE OF CEQA SERVICES AS DESCRIBED IN THE EMC AUGUST 19, 2022 PROPOSAL

WHEREAS, on January 18, 2022, the City Council Adopted Resolution No. 2022-09, establishing a threeyear on-call consultant list for planning services that included EMC Planning Group; and

WHEREAS, about March 2022, the Rianda Family Limited Partnership approached the City about the possibility of annexing a portion of their Gloria Road property within the City Sphere of Influence (SOI) for the development of an agricultural cooler facility; and

WHEREAS, the Rianda Family Limited Partnership also asked that the City to process a discretionary permit application for the agricultural cooler facility once the land areas are within the City limits upon a successful annexation; and

WHEREAS, on April 18, 2022, the City Council approved a Reimbursement Agreement between the City of Gonzales and Rianda Family Limited Partnership and authorized the City Manager to sign the agreement; and

WHEREAS, City staff and the Rianda Family Limited Partnership and their representatives have been working to enhance the project description, proposed facility configuration and have been considering on-site and off -site improvements that may be necessary to support the cooler facility; and

**WHEREAS**, the client requested and directed the City to explore traffic impacts first before committing additional financial resources to the full CEQA environmental review. The city accommodated this direction of the Rianda Family Limited Partnership and prepared a consulting services agreement and scope of work to only include a Phase 1 Scope of Work to evaluate traffic impacts (Resolution 2022-33); and

WHEREAS, as the Phase 1 Scope of Work to evaluate traffic impacts has now been completed and potential traffic impacts understood by the client, the Rianda Family Limited Partnership has now directed the City to proceed with the balance of the full CEQA environmental review; and

WHEREAS, a new Consulting Services Agreement between the City of Gonzales and EMC Planning Group must be developed and signed by all parties prior to work commencing on the balance of the full CEQA environmental review; and

WHEREAS, while the monetary amount of the contract will reflect the full costs and state-required tasks and processes associated with the construction of a defensible Environmental Impact Report (EIR), the expressed hope of the client's team is to avoid the need for an EIR if it can be determined that a determination of a Mitigated Negative Declaration will suffice; and

WHEREAS, while EMC Planning Group has estimated that approximately \$225,510 will be needed to complete the CEQA review, and the client's team has expressed a hope for actual costs to be less than this amount if the City can determine that a Mitigated Negative Declaration will suffice, never-the-less, the client has expressed a desire to proceed with the balance of environmental review; and

WHEREAS, all work will be prepared in accordance with the requirements of the California Environmental Quality Act; and

**WHEREAS**, it is the client's and City's intention to complete the CEQA review and deliver the project through all City and LAFCo processes.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the City Manager is authorized and further directed to prepare and execute an appropriate contract with EMC Planning Group in the amount not to exceed \$225,510.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Gonzales duly held on the 6<sup>th</sup> day of September 2022, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Jose L. Rios, The Honorable Mayor

**ATTEST:** 

Mary Villegas, Deputy City Clerk

## CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF GONZALES AND EMC PLANNING GROUP FOR PREPARATION OF CEQA/NEPA DOCUMENTS FOR THE GLORIA RD COOLER – BALANCE OF CEQA SERVICES AS DESCRIBED IN THE EMC AUGUST 19, 2022 PROPOSAL

**THIS AGREEMENT** for consulting services is made by and between the City of Gonzales ("City") and EMC Planning Group ("Consultant") (together sometimes referred to as the "Parties") as of September 7, 2022 (the "Effective Date").

**Section 1. SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the August 19, 2022 Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 <u>Term of Services.</u> The term of this Agreement shall begin on the Effective Date September 7, 2022 and shall end on December 31, 2023, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- **1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- **1.3** Assignment of Personnel. Consultant shall assign competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- **1.4** <u>**Time.**</u> Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$225,510, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 <u>Invoices.</u> Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
  - Serial identifications of invoices; i.e., Invoice No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - A copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and any reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
  - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in <u>Exhibit A</u> and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- 2.2 <u>Monthly Payment.</u> City shall make payments, based on submitted invoices, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 <<Not Used>>
- 2.4 <u>Total Payment.</u> City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- **2.5** <u>Hourly Fees.</u> Fees for work performed by Consultant shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- **2.6** <u>**Reimbursable Expenses.**</u> Reimbursable expenses are included in the total authorized compensation provided under this Agreement.
- **2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.8 <u>Payment upon Termination.</u> In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 <u>Authorization to Perform Services.</u> The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3.** FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

<u>Section 4.</u> <u>INSURANCE REQUIREMENTS.</u> Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City.

Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 <u>Workers' Compensation.</u> Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a selfinsurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

## 4.2 Commercial General and Automobile Liability Insurance.

- **4.2.1** <u>General requirements.</u> Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- **4.2.2** <u>Minimum scope of coverage.</u> Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.
- **4.2.3** <u>Additional requirements.</u> Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
  - b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
  - c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

## 4.3 <u>Professional Liability Insurance.</u>

- **4.3.1** <u>General requirements.</u> Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- **4.3.2** <u>**Claims-made limitations.**</u> The following provisions shall apply if the professional liability coverage is written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
  - d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.
- **4.3.3** <u>Additional Requirements.</u> A certified endorsement to include contractual liability shall be included in the policy.

## 4.4 <u>All Policies Requirements.</u>

- **4.4.1** <u>Acceptability of insurers.</u> All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.
- **4.4.2** <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant

beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

- **4.4.3** Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- **4.4.4** <u>Wasting Policies.</u> No policy required by this Section 4 shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).
- **4.4.5** <u>Waiver of Subrogation.</u> Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

- **4.4.6** Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- **4.5** <u>**Remedies.**</u> In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
  - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

<u>Section 5.</u> <u>INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.</u> Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

# Section 6. STATUS OF CONSULTANT.

- 6.1 <u>Independent Contractor.</u> At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- **6.2** <u>**Consultant Not an Agent.**</u> Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

# Section 7. LEGAL REQUIREMENTS.

- 7.1 <u>Governing Law.</u> The laws of the State of California shall govern this Agreement.
- **7.2** Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent, or trademark law. Consultant's Failure to comply with any law(s) or

regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- **7.3** <u>Other Governmental Regulations.</u> To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 <u>Licenses and Permits.</u> Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 <u>Nondiscrimination and Equal Opportunity.</u> Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## Section 8. TERMINATION AND MODIFICATION.

**8.1** <u>**Termination.**</u> City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- **8.2** <u>Extension.</u> City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- **8.3** <u>Amendments.</u> The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 <u>Assignment and Subcontracting.</u> City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- **8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- **8.6** Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
  - 8.6.1 Immediately terminate the Agreement;
  - **8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - **8.6.3** Retain a different consultant to complete the work described in <u>Exhibit A</u> not finished by Consultant; or
  - **8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

# Section 9. KEEPING AND STATUS OF RECORDS.

**9.1** <u>Records Created as Part of Consultant's Performance.</u> All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement.

It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- **9.2** <u>Consultant's Books and Records.</u> Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- **9.3** Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

## Section 10 MISCELLANEOUS PROVISIONS.

- **10.1** <u>Attorneys' Fees.</u> If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- **10.2** <u>Venue.</u> In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- **10.3** <u>Severability.</u> If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- **10.4** <u>No Implied Waiver of Breach</u>. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- **10.5** <u>Successors and Assigns.</u> The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- **10.6** <u>Use of Recycled Products.</u> Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- **10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* 

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- **10.8** <u>Solicitation.</u> Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- **10.9** <u>Contract Administration.</u> This Agreement shall be administered by the City Community Development Director, ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his/her designee.
- **10.10 <u>Notices.</u>** Written notice to Consultant shall be sent to:

Teri Wissler Adam, Senior Principal EMC Planning Group 301 Lighthouse Avenue, Suite C

Written notice to City shall be sent to:

Taven M. Kinison Brown, Community Development Director tkinisonbrown@ci.gonzales.ca.us City of Gonzales P.O. Box 647 Gonzales, CA 93926

AND

Mary Villegas, Administrative Specialist/Deputy City Clerk mvillegas@ci.gonzales.ca.us City of Gonzales P.O. Box 647 Gonzales, CA 93926

**10.11 Professional Seal.** Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

**10.12** <u>Integration.</u> This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	August 19, 2022 - Scope of Work for CEQA Services
Exhibit B	Fee Estimate / Budget

- **10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- **10.14** <u>Non-Responsibility for General Contractor Responsibilities and Duties.</u> Unless otherwise agreed by City and Consultant in writing, nothing in Consultant's services shall be construed to mean that Consultant assumes any of the contractual responsibilities or duties of the general contractor. The general contractor is solely responsible for construction means, methods, sequences and procedures used in the construction of a project and for related performance in accordance with its contract with the City. The

general contractor shall not be relieved of its responsibility for the safety of the workplace or for the method or manner of construction. The Consultant and its personnel have no authority to exercise any control over or charge of acts or omissions of the general contractor or their employees in connection with the construction work.

The Parties have executed this Agreement as of the Effective Date.

CITY OF GONZALES

EMC PLANNING GROUP

Patrick Dobbins, Acting City Manager

Teri Wissler Adam, Senior Principal

Attest:

Mary Villegas, Deputy City Clerk

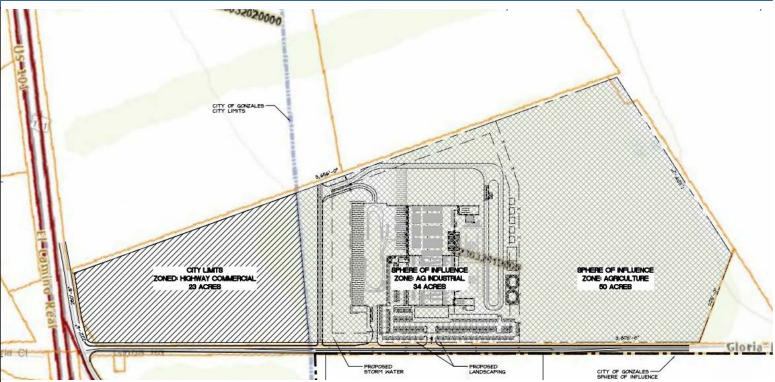


Proposal

# **Gloria Road Cooler Project**

**CEQA Services** 

August 19, 2022





#### PROPOSAL

## GLORIA ROAD COOLER PROJECT CEQA SERVICES

#### PREPARED FOR

#### City of Gonzales

Tavin Kinison Brown, Community Development Director 147 4th Street Gonzales, CA 93926 Tel 831.675.5000

#### PREPARED BY

EMC Planning Group Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940 Tel 831.649.1799 Ron Sissem, Senior Principal Sissem@emcplanning.com www.emcplanning.com

August 19, 2022

Attachment: Resolution No. 2022-64 w/ Conslting Services Agreement (2516 : Resolution No. 2022-64 Agreement W/ EMC for Prep. of CEQA Dor

This document was produced on recycled paper.



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## 1.0 Introduction

The City of Gonzales has requested EMC Planning Group to prepare a proposal to provide CEQA services for a proposed agricultural cooler project on Gloria Road ("proposed project"). The project site is located just east of, but contiguous to the City of Gonzales city limits. EMC Planning Group's experience with planning and CEQA documentation for projects in the City, including the Puente del Monte specific plan project, within whose boundaries the proposed project site is located, will be of significant benefit.

The scope of work and budget can be refined as needed based on further collaboration with City staff. Amendments could be needed if currently unknown or revised project elements raise environmental issues not currently assumed based on our understanding of the project.

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## 2.0 Project Team

### **EMC Planning Group**

Ron Sissem, Senior Principal will serve as the overall project manager. Teri Wissler Adam, Senior Principal, will serve in a CEQA advisory role and provide product quality control. Additional EMC Planning Group staff will contribute to preparing the CEQA document. EMC Planning Group will also prepare the air quality, biological resources, cultural/tribal cultural resources, and greenhouse gas emissions analyses to be included in the EIR.

#### Peer Review Consultants

As has been discussed with City staff and the applicant, it is assumed that the applicant team will prepare a noise analysis and a hazardous materials analysis as inputs to the CEQA process. Once these are submitted by the applicant, EMC Planning Group will review the content and make recommendations to the City about whether third-party peer review of one or both of the analyses should occur. If so, EMC Planning Group will coordinate with the City to modify the scope of work and budget to include peer review consultants.

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## 3.0 Approach and Scope of Work

## 3.1 CEQA Approach

At this time, it is assumed that an EIR will be required. Some information in the EIR can be tiered from the City of Gonzales General Plan EIR, and information in the administrative draft version of the Puente del Monte and Vista Lucia EIRs will be useful for reference. For several environmental topics, including aesthetics, agriculture, geology and soils, mineral resources, fire and police protection, schools, parks, and solid waste, it is assumed that the impact analyses can be tiered from the general plan EIR, and therefore, the analysis level of effort would be reduced. Use of existing information to reduce time and cost will be prioritized.

An initial study is not proposed as part of this scope. Pursuant to CEQA Guidelines section 15063(c), an initial study can be used to determine whether an EIR or negative declaration is appropriate and to focus the scope of the subsequent environmental document on effects found to be significant in the initial study. If the City determines at a later date that an initial study should be prepared, the scope and budget herein can be modified to reflect the change.

## 3.2 Environmental Issues

### **Baseline Environment**

As briefly referenced in the applicant's April 27, 2022 draft project description, the applicant would consolidate operations at other existing facilities at the proposed facility. The existing operations would constitute the baseline conditions for a number of environmental topics to be evaluated in the EIR. Consequently, it will be important for the applicant to provide information on the locations, types, and operational characteristics of the existing operations so the net change in conditions resulting from consolidation can be ascertained. It would be challenging to quantitatively determine the net change in a way that is defensible as evidence in the CEQA document. Therefore, at minimum, qualitative changes from the consolidation will be discussed across environmental topics where this aspect of the project has implications. These include, but may not be limited to: air quality and greenhouse gases (GHGs). Until that information is known, the level of effort assumed in the project budget to address this change in the EIR as a whole is considered preliminary.

### **Agricultural Resources**

The general plan EIR and the administrative draft Puente del Monte EIR evaluated impacts of implementing the general plan, including loss of Important Farmland resulting from future development, including development of the proposed project site. The City has already adopted a statement of overriding consideration for this impact. Further, because the project is agricultural focused, it is likely that converting the site to a non-agricultural use would not be a significant impact. Consequently, there should be no need to evaluate this impact in detail in this EIR.

It will be important to collaborate with the City to determine the applicability of the City's agricultural mitigation program to the proposed project.

### Air Quality

Air emissions modeling and a complete analysis of criteria air pollutant impacts will be conducted. A health risk assessment is not proposed at this time. Information from the applicant will be needed as input to the modeling process and the applicant's input on criteria emissions that are specific to the proposed technology/processes to be employed may be necessary.

### **Biological Resources**

Biological resources conditions within the broader Puente del Monte site were evaluated as part of the EIR process for that project. That analysis was based on conditions in the field, including on the project site, that may have since changed. Site specific reconnaissance will be necessary to identify current biological resources conditions as a basis to identify potentially significant impacts.

### Greenhouse Gases

Pursuant to CEQA Guidelines Sections 15064(h)(3) and 15130(d), if a project is consistent with the requirements of an adopted plan, such as a climate action plan, that is prepared consistent with CEQA Guidelines Section 15183.5(b), the lead agency may determine that the GHG impacts are less than significant with no further analysis required. The City of Gonzales Climate Action Plan (CAP) was adopted in 2013 and updated in 2018. This document serves as the City's adopted plan for reducing GHG impacts. However, it is unlikely that GHG emissions from a project of the type proposed were anticipated in the GHG emissions projections included in the CAP. Therefore, it is unlikely that the GHG analysis for the project can be streamlined from the CAP. The inability to streamline commonly occurs where a project includes a general plan land use amendment, as is anticipated for the proposed project.

As has been the case for many years, GHG impact evaluation methodology continues to evolve in response to a continually changing state legislative landscape and to related case law. In continued absence of specific GHG threshold or analysis guidance direction from the Monterey Bay Air Resources District, two potential analysis options are contemplated. The first would use the emission projections in the CAP to derive a service population threshold of significance for the

project. The volume of emissions by which the project exceeds the threshold would have to be mitigated through a combination of onsite and/or offsite GHG reduction measures and if needed, purchase of carbon offsets. The second would be to set a threshold of net zero GHG emissions – all GHG emissions from the project would have to be mitigated in the same fashion.

EMC Planning Group will discuss GHG analysis methodology options with City staff. The proposed budget assumes a level of effort to develop a quantified threshold of significance using the CAP data as a basis. Significant effort will be needed to model the project's mobile source GHG emissions. Data may be needed from the applicant as part of this effort. The analysis scope includes limited coordination with the applicant team on GHG reduction options.

### Noise

The applicant team will prepare a noise analysis that reflects detailed information about stationary noise sources associated with the unique production equipment associated with the project. The analysis is needed to address project noise compatibility with future adjacent noise sensitive uses. Changes in traffic noise must be included in the analysis, as changes could adversely impact noise sensitive uses located along roadways onto which project-generated traffic, particularly trucks, would be distributed.

### VMT

With the passage of SB 7643, the VMT effects of the proposed project must be evaluated. A VMT analysis that considers the contribution of truck trips as well as how truck trips and employee trips might differ from those of the baseline operations at other locations where the applicant operates similar uses has been prepared. The results of that analysis will be incorporated into the EIR.

### Water Supply

As discussed with City staff, it appears that the proposed project is not of a sufficient size to trigger the requirement to prepare a water supply assessment pursuant to Senate Bill 610. The EIR will include a general analysis of the project water balance – that is, it's net projected demand relative to demand from the existing agricultural use of the project site. Additional information which may be available from the City, including water supply assessments being prepared for other projects, will be used as an input to the analysis. Consistency with the applicable groundwater sustainability plan must also be evaluated.

## 3.3 Scope of Work

### **Contract Administration/Management**

This activity includes managing/invoicing the CEQA services contract, invoicing, subconsultant contract management and invoicing, providing regular email progress reports to City staff.

### **Process Management and Communications**

Unlike project administration tasks, this activity addresses process management time; day-to-day email and other communications with City staff, the public, and the applicant; EMC Planning Group staff management; etc.

## **Kick-Off Meeting**

- Prepare for and facilitate a kick-off meeting with City staff and the project applicant. The
  purpose is to further articulate the project description, review and revise the preliminary
  project schedule as needed, obtain submittals from the applicant, and discuss other topics
  including communications protocols, key environmental issues, potential public controversy,
  forthcoming and/or information needs from the applicant, etc. EMC Planning Group will
  prepare an agenda for the meeting and provide summary notes after the meeting.
- On the same day as the kick-off meeting, EMC Planning Group staff would also conduct a site investigation to document existing conditions at the project site and in the vicinity, catalogue land use and resource issues, and prepare photo documentation for use in the EIR.

### Meetings and Teleconferences

It is assumed that several meetings with City staff and the applicant will be required during the CEQA and project consideration phases of the project. Up to four (4) in-person meetings are assumed in this task. The level of effort assumed for each includes preparation time, (materials, printing, coordination, agenda, etc.), meeting time, and a written meeting summary.

Up to twelve (12) scheduled calls are assumed. The level of effort assumed for each includes preparation time, materials, coordination, agenda, call time, and miscellaneous follow-up actions.

## Applicant Technical Report Coordination/Review

This task includes EMC Planning Group review of applicant technical reports. It does not include the cost of peer reviews if such are needed. At this time, it is assumed that the applicant will be responsible for preparing hazardous materials and noise reports for the project.

### Notice of Preparation

- Prepare a draft Notice of Preparation (NOP) for review and comment by City staff. Obtain comments from City staff. Comments will be incorporated into a final NOP;
- Prepare a Notice of Completion (NOC) and a project Summary Form;
- Circulate the NOP and initial study, Summary Form, and NOC to the State Clearinghouse (City has already authorized EMC Planning Group to act as its agent for this purpose);
- Circulate the NOP directly to federal agencies as needed; and

 Circulate the NOP to individuals, organizations and agencies on the City's CEQA document distribution list, and to possible local responsible/trustee agencies including the Monterey Bay Air Resources District.

#### Assumptions:

• One review round of the draft NOP by City staff.

#### Deliverables:

• One (1) Word and one (1) electronic copy of the final documents.

### **Scoping Meeting**

- Prepare for, coordinate, and conduct a scoping meeting during the 30-day comment period for the NOP;
- Prepare handouts consisting of the NOP and any other brief, informative materials as may be needed; and
- Record comments in a meeting summary memo.

#### Assumptions:

• City staff to secure and organize scoping meeting venue.

#### Deliverables:

Handouts as noted and summary of comments.

### **Technical Studies**

Based on EMC Planning Group's preliminary understanding of the project and project context, the technical analysis listed below are anticipated and included in the proposed budget.

#### Technical Analyses Included in the Scope of Work and Budget

Technical Analysis	Preparer
Air Quality	EMC Planning Group
Biological Resources	EMC Planning Group
Cultural Resources	EMC Planning Group
Greenhouse Gas	EMC Planning Group

The biological resources assessment scope of work does not include wetland/waterway assessment or delineation, or regulatory agency coordination/permitting.

As discussed with City staff, the proposed project does not appear to meet any of the criteria that would trigger the need for a water supply assessment. As also discussed, it is assumed that the applicant will prepare a hazardous material analysis and a noise analysis (to include traffic noise).

### Administrative Draft EIR

- Review all responses to the NOP to ensure that all relevant concerns raised are addressed in the administrative draft EIR;
- Correspond with City staff, and responsible, trustee, and other affected agencies as necessary to clarify issues to be addressed in the administrative draft EIR;
- Conduct tribal consultation process as needed to meet Senate Bill 18 and Assembly Bill 52 requirements;
- Prepare the administrative draft EIR. The EIR will include the following major sections:
  - Introduction;
  - Summary;
  - Environmental setting as well as describing existing physical environmental conditions, the setting will include a general plan policy consistency analysis;
  - Project Description:

Using inputs from the applicant and project application, EMC Planning Group will first prepare and submit an administrative draft project description suitable for use in the EIR to City staff for review and comment. The project description would then be forwarded to the applicant team for review and comment. It is assumed that the applicant review will not result in the need to conduct new or expanded technical analyses or otherwise trigger the need for an expanded level of effort to prepare the draft project description. Applicant comments will be reviewed with City staff, with City staff to determine which comments should be accepted. A draft will then be prepared for integration into the EIR. Having a stable project description that does not "migrate" after this time is fundamental for preparing the remainder of the EIR and for avoiding schedule and cost overruns;

- Project analysis, impacts and mitigation measures the significance of project impacts and mitigation measures for significant impacts will be identified using the CEQA Guidelines Appendix G checklist (as may be modified in collaboration with the City), with a focus on key issue areas identified by EMC Planning Group in collaboration with City staff. Each environmental topic analysis will be presented in a separate chapter;
- Growth inducing impacts, cumulative impacts, and irreversible changes in the environment resulting from implement the project;
- Alternatives up to four (4), including a no project alternative;
- EIR preparers, persons contacted and references consulted; and
- Technical appendices.



#### Assumptions:

- One round of City staff comments on the administrative draft project description;
- One round of integrated comments on the administrative draft project description from the applicant team and no new technical analyses or other unforeseen level of effort required; and
- One round of City staff comments on the administrative draft EIR.

#### Deliverables:

- One (1) electronic Word version and one (1) electronic PDF version of the draft project description for review and comment; and
- One (1) electronic Word version, one (1) electronic PDF version of the administrative draft EIR for review and comment.

### Screencheck Draft EIR

- Communicate with City staff to discuss City comments and outstanding issues on the administrative draft EIR;
- Revise the administrative draft EIR to incorporate City staff comments; and
- Produce a screencheck draft EIR.

#### Assumptions:

• Same as described for the administrative draft EIR.

#### Deliverables:

• One (1) electronic Word version and one (1) electronic PDF version of the screencheck draft EIR for review and comment.

### Draft EIR, Notice of Completion and Notice of Availability

- In consultation with City staff, incorporate City staff comments on the screencheck draft EIR into a public review draft EIR;
- Prepare a draft NOC and Notice of Availability (NOA) for City staff review and comment;
- Produce draft EIR with appendices;
- Distribute draft EIR and NOC to the State Clearinghouse; and
- Publish the NOA in the local newspaper (City staff), post the NOA with the County Clerk, distribute the NOA to stakeholders on the City's CEQA document distribution list and to applicable local responsible/trustee agencies, and distribute hard copies of the draft EIR to locations where it can be available for public review (e.g., Planning Department, library, etc.).

#### Assumptions:

• City staff to be responsible for coordinating and paying for publishing the NOA in the local newspaper.



#### Deliverables:

 One (1) electronic Word version and one (1) electronic PDF version, and six (6) hard copies of the draft EIR. For the hard copies, the appendices will be included on the back-inside cover on a CD.

### Final EIR/Draft Mitigation Monitoring Program Administrative Final EIR and Draft Mitigation Monitoring Program

- Obtain and evaluate comments received during the public review period. Review comments
  with City staff that require input from City staff and determine whether any comments could
  trigger the need to conduct additional analyses;
- Prepare the administrative final EIR as a separate document from the draft EIR including a
  revised summary section, a list of all agencies and individuals commenting on the draft EIR,
  comments received during the public review period for the draft EIR, responses to those
  comments, and changes to the draft EIR;
- Prepare a draft of the mitigation monitoring and reporting program in the City's format (if requested by City staff). The program would be available for public review as part of the final EIR, which must be made available to the public for a minimum of 10 days prior to a public hearing at which the EIR would be considered for certification; and
- Submit the administrative final EIR and draft mitigation monitoring and reporting program to City staff for review and comment.

#### Screencheck Final EIR

• Incorporate comments on the administrative final EIR and draft mitigation monitoring program into a screencheck draft version of both for final review by City staff.

#### Final EIR and Final Mitigation Monitoring Program

- Prepare the final EIR and final mitigation monitoring and reporting program, incorporating City staff comments on administrative final EIR;
- Deliver a copy of the final EIR to individuals and agencies that provided comments on the draft EIR or otherwise notify same of where the final EIR can be accessed; and
- Prepare Notice of Determination to file with the County Clerk Recorder and the State Clearinghouse upon City certification of the EIR.

#### Assumptions:

 The level of effort required to respond to comments on the draft EIR cannot be projected with reliability. The assumed effort is reflected in the proposed budget. If the level of effort exceeds the budgeted amount a contract amendment may be required. This possibility will be reviewed with City staff once all comments are received and evaluated;

- City staff comments on the administrative final EIR and screencheck final will be consolidated into one set and reviewed to ensure they are internally consistent and applicable;
- Any additional analyses required to respond to public comments will require a contract amendment; and
- The project budget does not include costs to respond to public comments delivered after the final EIR is made public.

#### Deliverables:

- One (1) electronic Word version and one (1) electronic PDF version of the administrative final EIR for review and comment;
- Deliver one (1) Word version and one (1) electronic PDF version of the screencheck final EIR; and
- Deliver one (1) Word version and one (1) electronic PDF version of the final EIR.

### Coordination/Consultation with Applicable Agencies

Input from local, state, and federal responsible and trustee agencies on the scope of the EIR would be obtained through the NOP process. However, additional contact, if needed, will be made with agencies whose input is needed to analyzed environmental effects in the EIR. EMC Planning Group would coordinate the contacts and communications, and if and where it would be value-added, recommend that City staff participate. This activity is considered to be part of the overall CEQA scope of work; no separate line item is included in the budget for it.

### **CEQA Findings**

Prepare CEQA findings and statement(s) of overriding considerations (as needed) per CEQA Guidelines section 15091 (Findings), and 15093 (Statement of Overriding Consideration), in the format used by the City, and a draft resolution to certify the final EIR, all for review by the City Attorney and/or other City staff.

#### Assumptions:

• City staff comments on the draft CEQA findings will be consolidated into one set and reviewed to ensure they are internally consistent and applicable.

#### Deliverables:

- One (1) electronic Word copy of the draft CEQA findings for City staff review and comment; and
- One (1) electronic Word and one PDF of the final CEQA findings for inclusion in the project consideration package.

### **Public Hearing Attendance and Presentations**

EMC Planning Group will attend one (1) Planning Commission and one (1) City Council hearing. It is assumed that EMC Planning Group would, in collaboration with City staff, prepare and deliver a PowerPoint presentation, and be available, in coordination with City staff, to respond to comments from decision makers and/or the public.

## 4.1 Proposed Budget and Budget Variables

### **Proposed Budget**

The project budget is shown at the end of this section. Refinements can be made in collaboration with City staff. A 10 percent contingency is included to provide flexibility for addressing unforeseen budget amendments in a time- and process-efficient manner.

## **Budget Variables/Assumptions**

The following assumptions were made in preparing the budget. Required tasks or activities that fall outside of these assumptions may result in the need for a scope/contract amendment:

- The scope of work is limited to the tasks, work products and assumptions described herein;
- The tasks and costs included in this proposal are preliminary. Scope tasks and costs could change depending on information contained in forthcoming additional project description from the applicant and/or based on other supplemental information that may be provided by the applicant or other sources;
- Changes in the project description after the project is initiated are a common, primary cause
  of budget and schedule overruns. A task to prepare a project description for review and
  approval of City staff (and the applicant as deemed appropriate by the City) is included. No
  further changes to the project description that trigger the need to revise analysis in the EIR
  will occur;
- Scope and budget to peer review applicant technical reports are not included. Scope and budget changes may be required if peer review is determined to be necessary;
- Neither the scope nor budget include tasks associated with project implementation activities that would occur after project approval;
- The number of comments on the draft EIR cannot be known at this time. The level of effort to prepare the administrative final EIR is limited to the cost shown in the CEQA budget. If the required level of effort is greater, the City will be notified; and
- It is assumed that the City's project consideration process and approval process will be completed within 14 months of the date of authorization to proceed.

Gloria Road Cooler Project CEQA Services												
Task		EMC Planning Group Inc.										
Staff	Senior Principal	Principal	Associate Planner	Assistant Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$250.00	\$225.00	\$150.00	\$125.00	\$125.00	\$190.00	\$155.00	\$95.00	\$125.00	\$115.00	Tiours	
Administration/Management	18	0	12	0	0	0	0	0	0	12	42	\$7,680.00
Communications	24	0	24	0	0	0	0	0	0	0	48	\$9,600.0(
Kick-Off Meeting	8	0	8	0	0	0	0	4	0	4	24	\$4,040.00
Meetings (4)	16	0	8	0	0	0	0	5	0	2	31	\$5,905.0(
Teleconferences (12)	16	0	18	0	0	0	0	6	0	4	44	\$7,730.00
Applicant Technical Report Review	8	0	2	0	0	0	0	0	0	0	10	\$2,300.00
Notice of Preparation/Scoping Meeting	6	0	18	0	0	0	0	4	4	4	36	\$5,540.00
Admin Draft EIR	181	47	283	68	12	6	36	22	9	0	664	\$118,210.0(
Screencheck Draft EIR	18	8	36	8	4	4	4	4	8	0	94	\$15,960.00
Draft EIR	6	0	12	0	0	0	0	0	8	0	26	\$4,300.00
Draft EIR Noticing and Distribution	3	0	8	0	0	0	0	0	0	4	15	\$2,410.00
Administrative Final EIR/Draft MMRP	38	4	42	10	2	4	0	4	6	0	110	\$20,090.00
Screencheck Final EIR/MMRP	8	0	6	0	0	0	0	0	6	0	20	\$3,650.00
Final EIR and Final MMRP	4	0	8	0	0	0	0	0	4	0	16	\$2,700.00
CEQA Findings/SOC	14	0	26	0	0	0	0	0	0	0	40	\$7,400.00
Public Hearings (1 PC/1 CC)	16	0	10	0	0	0	0	6	0	0	32	\$6,070.00
Subtotal (Hours)	384	59	521	86	18	14	40	55	45	30	Total Hours	Total Cost
Subtotal (Cost)	\$96,000.00	\$13,275.00	\$78,150.00	\$10,750.00	\$2,250.00	\$2,660.00	\$6,200.00	\$5,225.00	\$5,625.00	\$3,450.00	1,252	\$223,585.00

Additional Costs		
Production Costs	\$1,000.00	
Travel Costs	\$300.00	
Postal/Deliverables	\$50.00	
Miscellaneous	\$400.00	
Administrative Overhead 10%	\$175.00	
Total	\$1,925.00	
Total Costs		\$225,510.0

## 5.0 Schedule

A draft schedule has not been included in this scope of work, but would be prepared once EMC Planning Group is under contract with the City and most importantly, once the timing for the applicant to prepare a complete project description is known.

Once the applicant's application submittal is complete, timing for completing the CEQA process would likely be the primary controlling factor for delivering the project to the City Council for consideration. EMC Planning generally assumes a 10-12-month schedule for the CEQA (EIR) process, providing all elements of the process go smoothly, then another 1-2 months for Planning Commission and City Council hearings. Both are generally best-case scenarios.

A "migrating" project description is common cause of schedule and costs overruns. If the applicant is willing to take on the "risk" of starting the CEQA process before the project description is finalized by the applicant, the potential may exist to incrementally expedite the overall schedule. However, this comes at the higher risk of triggering changes to the scope and budget.

The schedule and in-process tasks will be reviewed weekly by the EMC Planning Group team. We will work as diligently as possible to meet the schedule, but notify the City as early as possible if and when any element of the schedule may not be met.

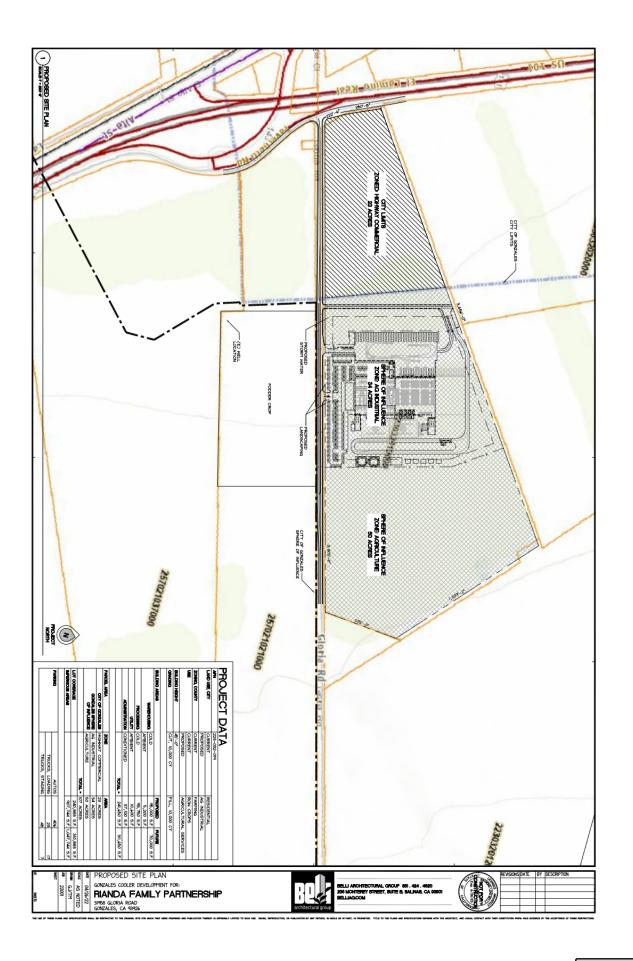
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## EXHIBIT B FEE ESTIMATE / BUDGET

Gloria Road Cooler Project CEQA Services												
Task		EMC Planning Group Inc.										
Staff	Senior Principal	Principal	Associate Planner	Assistant Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
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Kick-Off Meeting	8	0	8	0	0	0	0	4	0	4	24	\$4,040.0(
Meetings (4)	16	0	8	0	0	0	0	5	0	2	31	\$5,905.00
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Additional Costs	
Production Costs	\$1,000.00
Travel Costs	\$300.00
Postal/Deliverables	\$50.00
Miscellaneous	\$400.00
Administrative Overhead 10%	\$175.00
Total	\$1,925.00
Total Costs	

## **ATTACHMENT 2**





City of Gonzales

## PUBLIC WORKS / CITY ENGINEER DEPARTMENT

### STAFF REPORT

**TO:** Honorable Mayor Rios and City Council

**DATE:** September 6, 2022

**FROM:** Patrick Dobbins, Public Works Director/City Engineer

THROUGH: Patrick Dobbins, Acting City Manager

SUBJECT: Resolution No. 2022-65

#### **RECOMMENDATION**

Staff recommends the City Council Adopt Resolution 2022-65, A Resolution of the City Council of the City of Gonzales Designating the reconstruction of Tavernetti Road between Gloria Road and the northbound offramps from US101 as the City's Priority Project for FY 2022-2023 to be Funded by SB 1: The Road Repair and Accountability Act of 2017.

#### BACKGROUND

The Road Repair and Accountability Act of 2017 (SB 1 Beall) provided for a significant investment in California's roadway system of about \$5.2 billion per year. The Act increased per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilized the price-based fuel tax rates and provided for inflationary adjustments in future years. This legislation more than doubled local streets and road funds allocated through the Highway Users Tax Account, allocating funds from new taxes through a new "Road Maintenance and Rehabilitation Account" (RMRA).

The RMRA receives funds from the following taxes imposed by the State:

- A 12 cent per gallon increase to the gasoline excise tax effective November 1, 2017.
- A 20 cent per gallon increase to the diesel fuel excise tax effective November 1, 2017, half of which will be allocated to Trade Corridors Enhancement Account (TCEA) with the remaining half to the RMRA.
- A new vehicle registration tax called the "transportation improvement fee," effective January 1, 2018, based on the market value of the vehicle.
- An additional new \$100 vehicle registration tax on zero emission vehicles model year 2020 and later effective July 1, 2020.

#### **REVIEW AND ANALYSIS**

The Road Repair and Accountability Act stipulates that, prior to receiving RMRA funds in any fiscal year, a City shall submit a project list pursuant to the agency's adopted budget to the California Transportation Commission (CTC).

The City expects to receive approximately \$193,500 in SB 1 funding for FY 2022-2023 and City staff proposes to use these funds as funding for the portion of Tavernetti Road between Gloria Road and the northbound offramps from US101 added to the Gloria Road Rehabilitation Project.

#### Explain Recommendation and How it Supports the Vision

Gonzales will continue to be a safe, clean, family-friendly community, diverse in its heritage, and committed to working collaboratively to preserve and retain its small-town charm.

**Explain:** Use of SB 1 monies on improving our local roadways has multiple benefits including safety, reduces delays, and maintaining critical infrastructure.

#### Explain how the Recommendation Directly Implements the Mission

The City Council and Staff of the City of Gonzales will realize our Vision by providing the leadership, commitment, and resources necessary to provide excellent services that enhance the quality of life of our diverse community.

**Explain:** SB 1 monies increases funding for maintenance of city streets to improve the quality of life for Gonzales residents.

City services will be delivered in a cost-effective, respectful, and friendly manner to ensure the safety and well-being of the residents and the promotion of business, recreational, housing and employment opportunities in an environmentally sustainable manner.

**Explain:** Coordinating with Monterey County staff on reconstructing Gloria Road, Iverson Road and a portion of Johnson Canyon Road provided multiple benefits including an economy of scale due to being part of a much larger construction project.

Strong fiscal policies allow us to provide appropriate infrastructure for:

٠	Public Safety	Х	Yes	No		N/A
٠	Housing		Yes	No	Х	N/A
٠	Recreation		Yes	No	Х	N/A
٠	Environment	Х	Yes	No		N/A
٠	Education		Yes	No	Х	N/A

**Explain:** The SB 1 monies and the related reporting requirements provide for accountability and cost-effective transportation funding.

#### **ALTERNATIVES**

The City Council can a) direct staff to change the use for these funds and modify the resolution; accordingly, and/or b) delay adopting the resolution, which is not recommended since it would cause the City to miss a deadline related to SB 1.

#### **BUDGET IMPACT**

The city is expected to receive approximately \$193,500 in SB1 funding for FY 2021-2022.

#### **CONCLUSION**

Staff recommends the City Council Adopt Resolution 2022-65, A Resolution of the City Council of the City of Gonzales Designating the reconstruction of Tavernetti Road between Gloria Road and the northbound offramps from US101 as the City's Priority Project for FY 2022-2023 to be Funded by SB 1: The Road Repair and Accountability Act of 2017.

#### Attachments:

1. Resol No. 2022-65

#### **RESOLUTION NO. 2022-65**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES DESIGNATING THE RECONSTRUCTION OF TAVERNETTI ROAD BETWEEN GLORIA ROAD AND THE US101 NORTHBOUND OFFRAMPS AS THE CITY'S PRIORITY PROJECT FOR FY 2022/2023 TO BE FUNDED BY SENATE BILL 1 - THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls; and

**WHEREAS**, SB1 includes accountability and transparency provisions to ensure residents of the City of Gonzales are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of the projects to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City Budget as Fund 137, which includes a description and location of each proposed project, a proposed schedule for project completion and the estimated useful life of the improvement; and

**WHEREAS**, the City expects to receive an estimated \$193,500 in RMRA funding in Fiscal Year 2021/22 from SB 1; and

**WHEREAS**, this is the sixth year the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City of Gonzales will use SB 1 RMRA monies for the reconstruction of Tavernetti Road between Gloria Road and the US 101 northbound offramps; and

WHEREAS, maintaining and preserving local streets and roads in good condition will reduce drive times and traffic congestion, improve pedestrian and bicycle safety, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**NOW, THEREFORE IT IS HEREBY RESOLVED** by the City Council of the City of Gonzales that the City budget for Fiscal Year 2022/2023 lists the reconstruction of Tavernetti Road between Gloria Road and the US 101 northbound offramps to be funded with Road Maintenance and Rehabilitation Account revenues.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Gonzales duly held on the 6<sup>th</sup> day of September 2022, by the following vote:

- AYES: COUNCILMEMBERS:
- NOES: COUNCIL MEMBERS:
- ABSTAIN: COUNCIL MEMBERS:
- ABSENT: COUNCIL MEMBERS:

**ATTEST:** 

Jose L. Rios, The Honorable Mayor

Mary Villegas, Deputy City Clerk



City of Gonzales

## PUBLIC WORKS / CITY ENGINEER DEPARTMENT

### STAFF REPORT

**TO:** Honorable Mayor Rios and City Council

**DATE:** September 6, 2022

**FROM:** Patrick Dobbins, Public Works Director/City Engineer

THROUGH: Patrick Dobbins, Acting City Manager

SUBJECT: Resolution No. 2022-66

#### **RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 2022-66, A Resolution of the City Council of the City of Gonzales Authorizing Execution of an Amendment to the October 5, 2020 Agreement with Dudek Consulting for additional efforts related to the design of the Industrial Wastewater System Project in an amount not-to-exceed \$78,000 and extend the term of the agreement to June 30, 2024.

#### BACKGROUND

As the Council's aware, the city's wastewater treatment system operates under a Waste Discharge Permit from the Central Coast Regional Water Quality Control Board (Regional Board). The permitted capacity of the Wastewater Treatment Plant is 1.3 million gallons/day and sewer discharge to the plant is currently 1.1 million gallons/day (MGD).

To increase the capacity of the city's wastewater system, the city will construct an Industrial Wastewater System to treat ag-wash water discharged from the processing facilities in the Industrial Business Park. The first phase of the Industrial Wastewater System will be 1.0 MDG with a future phase increasing the permitted capacity up to 3.5MGD.

Construction of the Industrial Wastewater System will be funded through a low interest State Revolving Fund loan from the State Water Resources Control Board (SWRCB). Over the last six months city staff and our consultants have submitted the four application packages to SWRCB staff for review.

#### **REVIEW AND ANALYSIS**

Dudek Consulting is completing the design of the Industrial Wastewater System and there are several tasks and coordination efforts that exceeded their original scope of work. This includes:

- 1. At city staff's direction, Dudek evaluated and prepared cost estimates to increase the initial plant capacity from 1.0 to 1.5 MGD.
- 2. Dudek coordinated with Taylor Farms regarding nitrogen discharge concentrations and other constituents that would affect the treatment process. This led to analysis of the nitrogen loads and assistance for the city in recommending measures to Taylor Farms to reduce their nitrogen concentrations in their wastewater.
- 3. The process equipment design did not originally anticipate including potable water storage and booster pump system, non-potable water booster pump system, recirculation pump station system
- 4. Additional work related to the electrical design included:
  - Fiberoptic link from new operations building to existing plant.
  - New sump pump in recirculation valve vault.
  - Motorized, pedestal-controlled swing gate
  - Potable and non-potable pump systems

Staff reviewed the attached August 25 proposal letter from Dudek Consulting and staff recommends authorizing an amendment to the agreement with Dudek Consulting for the additional efforts needed to complete the design of the Industrial Wastewater System Bid Documents in the amount of \$78,000 and extend the term of the agreement to June 30, 2024.

#### Explain Recommendation and How it Supports the Vision

## Gonzales will continue to be a safe, clean, family-friendly community, diverse in its heritage, and committed to working collaboratively to preserve and retain its small-town charm.

**Explain:** Constructing an Industrial Wastewater System supports our vision to expand the city's wastewater system capacity and support economic development that will provide more local employment opportunities for City residents.

#### Explain how the Recommendation Directly Implements the Mission

*The City Council and Staff of the City of Gonzales will realize our Vision by providing the leadership, commitment, and resources necessary to provide excellent services that enhance the quality of life of our diverse community.* <u>X</u> Yes <u>No</u> N/A

**Explain:** Constructing an Industrial Wastewater Treatment Facility will enhance the community's quality of life by providing for the continued treatment and safe disposal of the City's wastewater that includes an ability to recycle ag-wash water from the processing plants in the city Industrial Business Park.

*City services will be delivered in a cost-effective, respectful, and friendly manner to ensure the safety and well-being of the residents and the promotion of business, recreational, housing and employment opportunities in an environmentally sustainable manner.* <u>X</u> Yes <u>N/A</u>

#### Explain: See Vision explanation above.

Strong fiscal policies allow us to provide appropriate infrastructure for:

Public Safety Yes X No N/A

•	Housing	Х	Yes		No	 N/A
٠	Recreation		Yes	Х	No	 N/A
٠	Environment	Х	Yes		No	 N/A
٠	Education		Yes	Х	No	N/A

**Explain:** See Vision above.

#### **ALTERNATIVES**

Amend or modify staff recommendation.

#### **BUDGET IMPACT**

Dudek's contract will be funded with Sewer Impact monies.

#### **CONCLUSION**

It is recommended that the City Council adopt Resolution No. 2022-66, A Resolution of the City Council of the City of Gonzales Authorizing Execution of an Amendment to the October 5, 2020 Agreement with Dudek Consulting for additional efforts related to the design of the Industrial Wastewater System Project in an amount not-to-exceed \$78,000 and extend the term of the agreement to June 30, 2

#### **Attachments:**

- 1. Dudek Letter
- 2. Resolution No. 2022-66
- 3. Amendment



August 25, 2022

Mr. Patrick Dobbins City of Gonzales 147 4<sup>th</sup> Street Gonzales, CA 93926 Subject: Separate Industrial Wastewater System Design - Budget Amendment

Dear Mr. Dobbins,

Dudek and the City entered into a contract on October 5, 2020 for completion of final design services for the Separate Industrial Wastewater System. Work effort is currently being tracked and billed according to our \$1,055,000 budget. This budget includes \$671,746 for the IWTF final design (Tasks 2.3- IWRF Construction Drawings – 60%, 2.4 – IWRF Construction Drawings – 90%, 2.5 – IWRF Construction Drawings – 100% and Final, 2.7 – IWRF Specifications, and 2.9 – IWRF Engineer's Estimate of Probable Construction Cost).

The IWTF 100% Design Package is planned to be submitted to the City at the end of August 2022 or early September 2022, with the possible exception of front end and/or division 1 specifications which are to be received from Psomas and coordinated with the design drawings and technical specifications. At this point, some of the IWTF final design tasks are over budget based on the following factors:

The original scope of work for the IWTF design tasks did not account for the following factors, resulting in task over-runs:

- Additional considerations for plant capacity The City requested that Dudek evaluate and prepare cost estimates and considerations for plant capacity of 1.5 mgd during the 90% design stage. This resulted in additional coordination with vendors, design options pricing, and associated work to provide the City with the information needed to make a final determination about a possible change in the design capacity of the plant. [Cost: \$11,500]
- Project schedule delays The schedule for the project was delayed due to additional time required for the City to review deliverables as well determine if a change in direction of the project was needed. These schedule delays ultimately required more time for our staff and subs to get up to date and back up to speed on the project. [Cost: \$2,500]
- Additional coordination required with Taylor Farms and City regarding nitrogen discharge concentrations and other constituents that could affect the treatment process. This led to analysis of the nitrogen loads and assistance for the City in recommending measures to Taylor Farms to reduce their nitrogen concentrations in their wastewater. [Cost: \$5,500]
- Process equipment design not originally anticipated including:
  - Potable water storage and booster pump system [Cost: \$9,000]
  - Non-potable water booster pump system [Cost: \$9,500]
  - Recirculation pump station system [Cost: \$9,500]
- Additional coordination with SRF to provide responses to questions and comments during the review period related to SRF funding [Cost: \$5,500]

- Our electrical engineering subconsultant identified the following out of scope items based on his original scope of work [combined cost: \$25,000]:
  - Additional work and complexity for electrical design for the following:
    - Fiberoptic link from new operations building to existing plant.
    - New sump pump in recirculation valve vault.
    - Motorized, pedestal controlled swing gate
    - Potable and non-potable pump systems
  - 3 additional electrical drawings beyond the anticipated list

At this time, our contingency budget for the project has been exhausted due to project changes and additional work previously approved by the City which was required to complete the conveyance design. Altogether, the additional work summarized above equates to a total of \$78,000. Thank you for your consideration of this budget amendment request and for providing us with this opportunity to serve you and the City. We are here to discuss any questions or concerns you may have so please do not hesitate to give me a call at (510) 601-2518.

Sincerely,

hop la

Phil Giori, P.E. Project Manager Dudek

#### **RESOLUTION NO. 2022-66**

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES AUTHORIZING EXECUTION OF AN AMENDMENT TO THE OCTOBER 5, 2020 AGREEMENT WITH DUDEK CONSULTING FOR ADDITIONAL EFFORTS RELATED TO THE DESIGN OF THE INDUSTRIAL WASTEWATER SYSTEM PROJECT IN AN AMOUNT NOT-TO-EXCEED \$78,000 AND EXTEND THE TERM OF THE AGREEMENT TO JUNE 30, 2024

**WHEREAS**, to increase the capacity of the city's wastewater system, the city will construct a 1.0 MGD Industrial Wastewater System to treat ag-wash water discharged from processing facilities in the Industrial Business Park.; and

WHEREAS, at the October 5, 2020 meeting, the City Council authorized a consulting services agreement with Dudek Consulting for final design of the Industrial Wastewater System in the amount of \$1,055,000; and

**WHEREAS**, at city staff's request, Dudek Consulting provided a letter dated August 25, 2022 presenting the out-of-scope work needed to complete the design of the Industrial Wastewater System, and

WHEREAS, funding for this contract amendment is from Sewer Impact funds; and

WHEREAS, staff reviewed the attached August 25 proposal letter from Dudek Consulting and recommends that the City Council authorize an amendment to the agreement with Dudek Consulting for the additional efforts needed to complete the design of the Industrial Wastewater System Bid Documents in the amount of \$78,000 and extend the term of the agreement to June 30, 2024.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Gonzales that the City Manager is authorized to execute a contract amendment with Dudek Consulting for a not-to-exceed fee of \$78,000 and extend the term of the agreement to June 30, 2024.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Gonzales duly held on the 6<sup>th</sup> day of September 2022, by the following vote:

AYES:	<b>COUNCILMEMBERS:</b>
NOES:	<b>COUNCIL MEMBERS:</b>
<b>ABSTAIN:</b>	<b>COUNCIL MEMBERS:</b>
<b>ABSENT:</b>	<b>COUNCIL MEMBERS:</b>

Jose L. Rios, The Honorable Mayor

Attachment: Resolution No. 2022-66 (2520 : Resolution No. 2022-66 Amendment to Dudek Consulting Agreement)

Mary Villegas, Deputy City Clerk

**ATTEST:** 

## Amendment No. 2 to Consulting Services Agreement Between City of Gonzales And Dudek Consulting For Final Design of the Industrial Wastewater System

This is an Amendment to the Agreement dated October 5, 2020 between the City of Gonzales, a municipal corporation of the State of California ("City") and Dudek ("Consultant") regarding professional services on the Industrial Wastewater System.

City and Consultant agree to the following changes to the Agreement:

#### Section 1 - Services

Services will now include the additional out-of-scope tasks and efforts related to the final design of the Industrial Wastewater System as outlined in Dudek's August 25, 2022 letter proposal (copy attached).

#### Section 1.1 – Term of Services

The Term of the Agreement shall be extended to June 30, 2024,

#### Section 2 - Compensation

City will pay Consultant an additional sum of \$78,000.

In all other respects, the terms of the Agreement shall remain in effect.

<u>CITY</u>

City of Gonzales, a municipal corporation

<u>CONSULTANT</u> Dudek

Patrick Dobbins, Acting City Manager

Bob Ohlund, Vice President

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

Date Signed:

#### **RESOLUTION NO. 2022-67**

#### A JOINT RESOLUTION OF THE GONZALES CITY COUNCIL/SUCCESSOR AGENCY TO THE GONZALES REDEVELOPMENT AGENCY BOARD/GONZALES SUCCESSOR HOUSING AGENCY BOARD/GONZALES ELECTRIC AUTHORITY BOARD/GONZALES MUNICIPAL ELECTRIC UTILITY BOARD RATIFYING THE TEMPORARY APPOINTMENT OF PATRICK DOBBINS AS ACTING CITY MANAGER/SUCCESSOR AGENCY EXECUTIVE DIRECTOR/SUCCESSOR HOUSING AGENCY EXECUTIVE DIRECTOR/GONZALES ELECTRIC AUTHORITY EXECUTIVE DIRECTOR/GONZALES MUNICIPAL ELECTRIC UTILITY EXECUTIVE DIRECTOR

WHEREAS, the positions of City Manager/Successor Agency Executive Director/Successor Housing Agency Executive Director/Electric Authority Executive Director/Municipal Electric Utility Executive Director, all of which are held by the designated City Manager in Gonzales, are currently held by Interim City Manager Carmen Gil ("Gil") while the City engages in the recruitment of a permanent City Manager; and

WHEREAS, Interim Manager Gil commenced a leave of absence on August 15, 2022, and before departing, on August 12, 2022, appointed Public Works Director/City Engineer Patrick Dobbins ("Dobbins") as the Acting City Manager. Dobbins has been serving in said capacity since that date; and

WHEREAS, the City Council now desires to retroactively formally approve Dobbins' appointment as Acting City Manager/Successor Agency Executive Director/Successor Housing Agency Executive Director/Electric Authority Executive Director/Municipal Electric Utility Executive Director, and provide appropriate compensation therefor, until such time that Gil returns to work as Interim City Manager.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Gonzales, the Board of the Successor Agency to the Gonzales Redevelopment Agency, the Gonzales Successor Housing Agency Board of Directors, the Board of the Gonzales Electric Authority, and the Board of the Gonzales Municipal Electric Utility as follows:

- 1. The appointment of Patrick Dobbins as Acting City Manager on August 12, 2022, is hereby ratified and approved.
- 2. Dobbins shall serve as Gonzales Acting City Manager/Successor Agency Executive Director/Successor Housing Agency Executive Director/Electric Authority Executive Director/Municipal Electric Utility Executive Director. All of said appointments will continue until Gil returns from her leave of absence, or until the appointment is otherwise discontinued. At the end of the appointment, Dobbins will retain his position as Public Works Director/City Engineer.
- 3. During the appointment, Dobbins will continue all of his duties as Public Works Director/City Engineer and shall be assigned those duties typically assigned to the

office of City Manager/Successor Agency Executive Director/Successor Housing Agency Executive Director/ Electric Authority Executive Director/Municipal Electric Utility Executive Director by the general laws of the State of California, by City Ordinance and Resolution, including but not limited to Gonzales City Code Chapter 1.28, and by City Council/Successor Agency Board/Successor Housing Agency Board/Electric Authority Board/Municipal Electric Utility Board direction. Dobbins is hereby expressly granted authority by the City and the afore-referenced entities to enter into and sign documents, including but not limited to contracts and conveyances, on behalf of the City and said entities. He shall also have authority to enter into contracts on behalf of the City and the afore-referenced entities on an administrative basis in an amount up to but not to exceed Fifteen Thousand Dollars (\$15,000.00). Dobbins shall report all contracts entered into in the amount of Ten Thousand Dollars (\$10,000.00) or greater to the City Council and respective Boards of the afore-referenced entities. Dobbins shall also have the use of a City-owned automobile for his professional use in the same manner, and subject to the same restrictions, as provided to the Interim City Manager. Personal use of said vehicle, other than incidental use, is not allowed.

- 4. For services rendered during the aforesaid appointment, Dobbins shall receive a temporary 15% increase to his current base salary, with an effective date of August 15, 2022. This amount may be subject to subsequent adjustment by the City Council and other referenced boards without the need for further action by resolution.
- 5. The City/Successor Agency/Successor Housing Agency/Electric Authority/Municipal Electric Utility shall defend, save harmless and indemnify Dobbins against any tort, professional liability claim or demand or other legal action arising out of alleged act or omission occurring in the performance of Dobbins' duties as Acting City Manager/Successor Agency Executive Director/Successor Housing Agency Executive Director/Electric Authority Executive Director/Municipal Electric Utility Executive Director.

**PASSED AND ADOPTED** by the City Council of the City of Gonzales, the Board of the Successor Agency to the Gonzales Redevelopment Agency, the Gonzales Successor Housing Agency Board of Directors, the Board of the Gonzales Electric Authority and the Board of the Gonzales Municipal Electric Utility at a regular meeting duly held on the 6<sup>th</sup> day of September, 2022, by the following vote:

**AYES**, and in favor thereof, Councilmembers/Agency Board Directors/Authority Board Directors/Electric Authority Directors/Municipal Electric Utility Directors:

**NOES**, Councilmembers/Agency Board Directors/Authority Board Directors/Electric Authority Directors/Municipal Electric Utility Directors:

**ABSTAIN**, Councilmembers/Agency Board Directors/Authority Board Directors/Electric Authority Directors/Municipal Electric Utility Directors:

**ABSENT**, Councilmembers/Agency Board Directors/Authority Board Directors/Electric Authority Directors/Municipal Electric Utility Directors:

Jose L. Rios, The Honorable Mayor/Chair/President

ATTEST:

Mary Villegas, Deputy City Clerk



City of Gonzales

# CITY ATTORNEY

## **STAFF REPORT**

TO: Honorable Mayor Rios and City Council

**DATE:** September 6, 2022

**FROM:** Michael Rodriquez, City Attorney

THROUGH: Patrick Dobbins, Acting City Manager

SUBJECT: Resolution No. SA-2022-03 Gabilan Property Transfer

#### **RECOMMENDATION**

It is recommended that your Board consider Adopting Resolution No. SA-2022-03, A Resolution of the Board of the Successor Agency to the Gonzales Redevelopment Agency Approving a Grant Deed From the Successor Agency to the City of Gonzales for a 3.69 Acre Parcel of Property, APN 020-121-005-000, Located at Gabilan Court and Fifth Street.

#### BACKGROUND

In June of 2011, ABx1 26 was signed into law, amending various provisions of the Health and Safety Code ("H&SC") so as to effectively dissolve all existing redevelopment agencies in the State. Consistent with applicable provisions of the H&SC, the City Council elected to serve in the capacity of the Successor Agency to the Gonzales Redevelopment Agency ("Successor Agency.") Successor agencies have the duty to facilitate the wind-down of former redevelopment agencies, primarily relating to discharge of outstanding debt and legal distribution or retention of assets.

In 2013, in accordance with H&SC Section 34191.5, the Successor Agency prepared a "Long Range Property Management Plan" ("LRPMP") which identified the real property assets of the former Redevelopment Agency and addressed the disposition and/or use of said assets. On January 7, 2013, the Successor Agency, at a noticed public meeting, reviewed and approved the Successor Agency's LRPMP, and the LRPMP was thereafter approved by the Oversight Board for the Successor Agency and the State Department of Finance.

One of the assets identified in the LRPMP was a property that had been acquired by the Redevelopment Agency in 2009 in an exchange with the Monterey County Housing Authority. The property, a 3.69 acre parcel located at Gabilan Court and Fifth Street, APN 020-121-005-000 (the "Gabilan Property"), was

acquired specifically for future use for the construction of a community center. The LRPMP states that the Gabilan Property was proposed to be conveyed to and retained by the City of Gonzales pursuant to H&SC Section 34181, without cost, for governmental use. The proposed use, a community center, was deemed to advance the planning objectives of both the Successor Agency and the City for: 1) the continued investment in public infrastructure and community facilities, and 2) to provide public service facilities such as community centers, parks, libraries, and senior centers, located in areas of the City that serve schools and senior citizens.

#### **REVIEW & ANALYSIS**

As the Board is aware, after several years of planning and extensive public outreach and input, the city is pursuing the construction of the Community Center Complex Project ("Community Center") on the Gabilan Property which will include a public library, a Teen Innovation Center, a fitness studio, a multiuse conference rooms, consulting and counseling rooms, a commercial kitchen, a community hall to host fitness and recreation classes, public and private functions, and extensive outdoor venues that include exercise areas, an amphitheater with stage, and meet-and-greet lounge areas. A stand-alone gymnasium is an additive alternate to the base project. As planned, the Community Center will provide a multitude of recreation, education and social activities for local and regional residents and will be of significant benefit to the health and the quality of life for City residents of all ages.

The Successor Agency now desires to carry out its previously approved mandate to convey the Gabilan Property to the City for use for the development of the Community Center. The proposed conveyance is not a "project" pursuant to the California Environmental Quality Act ("CEQA") and as such, does not require analysis under CEQA. Moreover, the Community Center Project has already been the subject of CEQA analysis, with a Notice of Exemption for the Project being approved and filed with the County on April 1, 2021. The long-awaited development of the Project is in compliance with the City's General Plan. In essence, the proposed conveyance is a pre-approved housekeeping matter between the Successor Agency and the City that will facilitate the Community Center's development.

Based on all of the forgoing, Staff is recommending that the Successor Agency Board adopt Resolution No. SA2022-\_ in order to convey the Gabilan Property to the City for use for the Community Center Project.

#### Explain Recommendation and How it Supports the Vision

# Gonzales will continue to be a safe, clean, family-friendly community, diverse in its heritage, and committed to working collaboratively to preserve and retain its small-town charm.

**Explain:** Conveyance of the property from the Successor Agency to the City will enable the City to construct the Gonzales Community Center Project, which will provide substantial benefits to the health and quality of life in the City.

#### Explain how the Recommendation Directly Implements the Mission

The City Council and Staff of the City of Gonzales will realize our Vision by providing the leadership, commitment and resources necessary to provide excellent services that enhance the quality of life of our diverse community. <u>X</u> Yes <u>No</u> NA

**Explain:** Please see above.

Strong fiscal policies allow us to provide appropriate infrastructure for:

Public Safety \_\_\_\_ Yes \_\_\_\_ No \_X\_NA

٠	Housing	Yes No	<u>X</u> NA
٠	Recreation	YesNo	<u>X</u> NA
٠	Environment	YesNo	<u>X</u> NA
•	Education	YesNo	<u>X</u> NA

Explain: Please see above.

#### **ALTERNATIVES**

Your Board has the following alternatives:

- Modify, delete and/or add to the language of the proposed resolution; or
- Delay consideration of the conveyance. This is not recommended as various funding sources the City has been pursuing for the Community Center require proof of City ownership of the Gabilan Property.

#### **BUDGET IMPACT**

No impact. The property is being conveyed without charge by the Successor Agency to the City in accordance with the approved LRPMP.

#### **CONCLUSION**

It is recommended that your Board consider Adopting Resolution No. SA-2022-03, A Resolution of the Board of the Successor Agency to the Gonzales Redevelopment Agency Approving a Grant Deed From the Successor Agency to the City of Gonzales for a 3.69 Acre Parcel of Property, APN 020-121-005-000, Located at Gabilan Court and Fifth Street.

#### **Attachments:**

- 1. Resol SA-2022-03
- 2. Grant Deed for Gabilan Property

#### **RESOLUTION NO. SA-2022-03**

#### A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE GONZALES REDEVELOPMENT AGENCY APPROVING A GRANT DEED FROM THE SUCCESSOR AGENCY TO THE CITY OF GONZALES FOR A 3.69 ACRE PARCEL OF PROPERTY, APN 020-121-005-000, LOCATED AT GABILAN COURT AND FIFTH STREET

**WHEREAS**, in 2009, the Gonzales Redevelopment Agency ("Redevelopment Agency") acquired a 3.69 acre parcel of property, located at Gabilan Court and Fifth Street, APN 020-121-005-000 (the "Gabilan Property"), in a property exchange with the Monterey County Housing Authority for future use for the construction of a community center; and

WHEREAS, in June of 2011, ABx1 26 was signed into law, amending various provisions of the Health and Safety Code ("H&SC") so as to effectively dissolve all existing redevelopment agencies in the State, with the City electing to serve in the capacity of the Successor Agency to the Gonzales Redevelopment Agency ("Successor Agency") with the duty of facilitating the wind-down of the former Redevelopment Agency, primarily relating to discharge of outstanding Agency debt and legal distribution or retention of Agency assets; and

**WHEREAS**, in 2013, in accordance with H&SC Section 34191.5, the Successor Agency prepared a Long Range Property Management Plan ("LRPMP"), which identified each of the real property assets of the former Redevelopment Agency and addressed the disposition and/or future use of said assets; and

WHEREAS, on January 7, 2013, the Successor Agency, at a noticed public meeting, reviewed and approved the Successor Agency's LRPMP, and the LRPMP was thereafter approved by the Oversight Board for the Successor Agency and the State Department of Finance; and

**WHEREAS**, permitted uses of real property assets under a LRPMP include retention of property for governmental use pursuant to H&SC Section 34191.5; and

**WHEREAS**, the LRPMP identifies the Gabilan Property as a property to be retained and subsequently developed by the City of Gonzales for use as a community center; and

**WHEREAS**, in order to effectuate the approved LRPMP's use and disposition of the Gabilan Property, said property must now be conveyed via grant deed to the City of Gonzales for subsequent development of the community center; and

**WHEREAS**, the City is already well under way with plans for the Gonzales Community Center Project; and

**WHEREAS**, pursuant to Resolution No. 94-22, the City Manager is authorized to accept property on behalf of the City of Gonzales; and

**WHEREAS**, acceptance of the property is in conformance with the Gonzales General Plan; and

**WHEREAS,** the proposed transfer of property is not a "project" as defined in the California Environmental Quality Act ("CEQA"), and as such is not subject to CEQA analysis.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Board of the Successor Agency to the Gonzales Redevelopment Agency as follows:

1. All of the recitals set forth above are true and correct to the best of its knowledge and by this reference are incorporated herein as findings.

2. The Board hereby approves and authorizes the conveyance of the Gabilan Property, APN 020-121-005-000, in accordance with the provisions of the Grant Deed attached hereto as Exhibit "A," and by this reference incorporated herein. The LRPMP identifies that the book value of said property is \$0 and that the property is to be conveyed to the City without cost to the City for government use pursuant to H&SC Section 34181(a).

3. The Executive Director is directed to coordinate with the Gonzales City Manager to have the Grant Deed accepted on behalf of the City in accordance with the authority set forth in City of Gonzales Resolution No. 9422 and to thereafter have said Deed recorded.

**PASSED AND ADOPTED** by the Successor Agency at a regular meeting held on the 6<sup>th</sup> day of September 2022 by the following vote:

AYES: SUCCESSOR AGENCY BOARD MEMBERS:

NOES: SUCCESSOR AGENCY BOARD MEMBERS:

ABSTAIN: SUCCESSOR AGENCY BOARD MEMBERS:

ABSENT: SUCCESSOR AGENCY BOARD MEMBERS:

Jose L. Rios, The Honorable Chair

**ATTEST:** 

Mary Villegas, Agency Deputy Secretary

#### **RECORDING REQUESTED BY**

City of Gonzales, a municipal corporation

#### WHEN RECORDED MAIL TO:

City of Gonzales Attn: City Manager P.O. Box 647 147 Fourth Street Gonzales, CA 93926

Space above this line for Recorder's use.

# **GRANT DEED**

#### APN: 020-121-005-000

#### RECORD WITHOUT FEE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 6103 & 27388.1(a)(2)(D)

#### DOCUMENTARY TRANSFER TAX IS \$0.00 (ZERO DOLLARS) PURSUANT TO EXEMPTION UNDER CALIFORNIA REVENUE AND TAXATION CODE SECTION 11922 [GOVERNMENT AGENCY ACQUIRING PROPERTY INTEREST]

#### **RECITALS**

WHEREAS, in 2013, in accordance with Health and Safety Code ("H&SC") section 34191.5, the Successor Agency to the Redevelopment Agency of the City of Gonzales ("Successor Agency") prepared a Long Range Property Management Plan ("LRPMP"), which identified each of the real property assets of the former Redevelopment Agency of the City of Gonzales ("Redevelopment Agency") and addressed the disposition and/or use of said assets; and

**WHEREAS,** on January 7, 2013, the Successor Agency, at a noticed public meeting, reviewed and approved the Successor Agency's LRPMP, and the LRPMP was thereafter approved by the Oversight Board for the Successor Agency and the State Department of Finance; and

**WHEREAS**, permitted uses of real property assets under a LRPMP include retention of property for governmental use pursuant to H&SC section 34191.5; and

**WHEREAS**, one of the properties identified in the LRPMP is a 3.69 acre parcel of property, located at Gabilan Court and Fifth Street, Gonzales, California, APN 020-121-005-000 (the "Gabilan Property"), that the Redevelopment Agency had acquired in 2009 in a property

exchange with the Monterey County Housing Authority for future use for the construction of a community center; and

**WHEREAS**, the LRPMP identifies the Gabilan Property as a property to be retained and developed by the City of Gonzales ("City") for the development of a community center; and

**WHEREAS**, in order to effectuate the approved LRPMP's disposition of the Gabilan Property, said property must now be conveyed via Grant Deed from the Successor Agency to the City for subsequent development of the community center; and

WHEREAS, the City has commenced plans for the community center development; and

**WHEREAS**, pursuant to City of Gonzales Resolution No.94-22, the City Manager is authorized to accept property on behalf of the City.

#### **GRANT**

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR, Successor Agency to the Redevelopment Agency of the City of Gonzales

hereby GRANTS to

**GRANTEE**, the City of Gonzales, a municipal corporation in the County of Monterey, State of California,

all of GRANTOR's rights, title, and interests in and to that certain real property situated in the County of Monterey, State of California and currently identified by **Assessor's Parcel Number: 020-121-005-000**, more particularly described in **Exhibits A and A-1**, attached hereto and made a part hereof.

**GRANTOR**, Successor Agency to the Redevelopment Agency of the City of Gonzales

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

Date:\_\_\_\_\_, 2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### ACKNOWLEDGMENT

STATE OF CALIFORNIA ) ) ss. COUNTY OF MONTEREY )

On\_\_\_\_\_, 202\_\_\_, before me,\_\_\_\_\_\_, a Notary Public, personally appeared\_\_\_\_\_\_\_who proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

#### **CERTIFICATE OF ACCEPTANCE** (Government Code section 27281)

This is to certify that the **City of Gonzales, GRANTEE** herein, hereby accepts for public purposes the real property, or interest therein, described in the foregoing **GRANT DEED**, dated \_\_\_\_\_\_, 2022 from the **Successor Agency to the Redevelopment Agency of the City of Gonzales, GRANTOR** herein, and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day \_\_\_\_\_, 2022.

**GRANTEE:** CITY OF GONZALES, a municipal corporation.

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

This document is for the benefit of the City of Gonzales. Request for recordation without fee is made pursuant to California Government Code sections 6103 and 27388.1(a)(2)(D).

Attest: \_\_\_\_\_

#### **EXHIBIT A – LEGAL DESCRIPTION**

Real property in the City of Gonzales, County of Monterey, State of California, described as follows:

A PORTION OF THE RANCHO RINCON DE LA PUNTE DEL MONTE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" POST MARKED "GGS3, RH" STANDING IN THE PROJECTION NORTHEASTERLY OF THE NORTHWESTERLY LINE OF THIRD STREET, GONZALES, AND BEING THE MOST EASTERLY CORNER OF THAT CERTAIN 8.022 ACRE TRACT CONVEYED BY EDIE W. HEROLD TO WILLIAM TAVERNETTI ET AL AS TRUSTEES FOR THE GONZALES UNION GRAMMAR SCHOOL DISTRICT BY DEED DATED JANUARY 30, 1924, RECORDED IN VOLUME 33 OF OFFICIAL RECORDS, AT PAGE 68, RECORDS OF MONTEREY COUNTY, AND RUNNING THENCE ALONG SAID PROJECTED STREET LINE

(1) NORTH 45° 41' EAST AT 174.10 FEET THE CORPORATE LIMIT LINE OF THE CITY OF GONZALES, 260.00 FEET THENCE

(2) NORTH 44° 19' 30" WEST, AT 302.5 FEET THE SAID CORPORATE LIMIT LINE, 608.66 FEET TO THE SOUTHEASTERLY LINE OF THE JOHNSON CANYON ROAD, A COUNTY ROAD (60 FEET WIDE), THENCE FOLLOWING THE SAID COUNTY ROAD LINE,

(3) SOUTH 49° 49' 40" WEST 260.68 FEET TO THE MOST NORTHERLY CORNER OF THE SAID 8.022 ACRE TRACT, THENCE LEAVING THE SAID COUNTY ROAD LINE AND FOLLOWING THE NORTHEASTERLY BOUNDARY OF THE SAID 8.022 ACRE TRACT

(4) SOUTH 44° 19' 30" EAST 627.5 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

A PORTION OF THAT CERTAIN 3.690 ACRE TRACT CONVEYED BY HEROLD WESTPHAL, GEORGE H. MEYER, AND HERBERT G. MEYER, AS TRUSTEES OF THE TRUST CREATED UNDER THE LAST WILL AND TESTAMENT OF EDIE WESTPHAL HEROLD, TO THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY, BY DEED DATED SEPTEMBER 26, 1952, RECORDED IN VOLUME 1422 AT PAGE 551, AND SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN VOLUME 4 OF SURVEYS AT PAGE 102, RECORDS OF MONTEREY COUNTY PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHWESTERLY BOUNDARY OF THE SAID 3.690 ACRE TRACT, BEING THE SOUTHEASTERLY LINE OF FIFTH STREET, COMMONLY CALLED JOHNSON CANYON ROAD, FROM WHICH THE MOST NORTHERLY CORNER OF THE SAID 3.690 ACRE TRACT BEARS NORTH 49° 49' 40' EAST, 107.28 FEET DISTANT, AND RUNNING THENCE

(1) SOUTH 44° 19' 30" EAST 415.05 FEET, THENCE

(2) ON A CIRCULAR CURVE TO THE LEFT, THE CENTER OF WHICH CURVE BEARS NORTH 45° 40' 30" EAST 130.0 FEET DISTANT, 46.16 FEET THROUGH A CENTRAL ANGLE OF 20° 20' 45", THENCE, TANGENT TO THE SAID CURVE

(3) SOUTH 64° 40' 15" EAST 76.32 FEET, THENCE

(4) SOUTH 45° 40' 30" WEST, 115.29 FEET, THENCE

(5) NORTH 23° 58' 45" WEST, 76.32 FEET, THENCE

(6) ON A CIRCULAR CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 66° 1' 12" WEST, 130.0 FEET DISTANT, 46.16 FEET THROUGH A CENTRAL ANGLE OF 20° 20' 45", THENCE, TANGENT TO SAID CURVE,

(7) NORTH 44° 19' 30" WEST 418.39 FEET TO THE SAID NORTHWESTERLY BOUNDARY AND SOUTHEASTERLY STREET LINE, AND THENCE, ALONG SAID BOUNDARY AND STREET LINE

(8) NORTH 49° 49' 40" EAST 46.12 FEET TO THE PLACE OF BEGINNING.

APN: 020-121-005-000

## EXHIBIT A-1 – PLAT

[To follow]

Packet Pg. 88



City of Gonzales

# PUBLIC WORKS / CITY ENGINEER DEPARTMENT

## STAFF REPORT

**TO:** Honorable Mayor Rios and City Council

**DATE:** September 6, 2022

**FROM:** Patrick Dobbins, Public Works Director/City Engineer

THROUGH: Patrick Dobbins, Acting City Manager

**SUBJECT:** New City Limit Sign

#### **RECOMMENDATION**

It is recommended that the Council approve the layout of the new City limit signs.

#### BACKGROUND

As presented at the August 15 Council meeting, staff is proposing to replace all city limit signs with a new layout as several are faded and the one on Gonzales River Road was recently knocked down. The city limit signs would be installed at the following locations:

- 1. North Alta (just north of Tenth Street)
- 2. South Alta (just south of the cemetery)
- 3. Gonzales River Road (west of Puente Del Monte)
- 4. Northern end of Fanoe Road
- 5. Johnson Canyon Road (just east of Herold Parkway)
- 6. Gloria Road (1,500 feet east of US101)

#### **REVIEW AND ANALYSIS**

According to Caltrans specifications, city limit signs are considered "guide" signs and therefore have white lettering on a green background.

Staff presented a layout for the new city limit signs at the August 15 Council meeting, and the Council directed staff to include the population and elevation on the new sign layout. With the City Council's concurrence, staff will use the revised layout for the new city limit signs.

# Gonzales will continue to be a safe, clean, family-friendly community, diverse in its heritage, and committed to working collaboratively to preserve and retain its small town charm.

**Explain:** Installing new city limit signs with the updated city logo will welcome motorists to the city.

#### Explain how the Recommendation Directly Implements the Mission

*The City Council and Staff of the City of Gonzales will realize our Vision by providing the leadership, commitment, and resources necessary to provide excellent services that enhance the quality of life of our diverse community.* <u>X</u>Yes <u>NO</u> N/A

**Explain:** Please see explanation above for the Mission.

City services will be delivered in a cost-effective, respectful, and friendly manner to insure the safety and well being of the residents and the promotion of business, recreational, housing and employment opportunities in an environmentally sustainable manner. X Yes \_\_\_\_No \_\_\_\_N/A

**Explain:** See Vision explanation above.

Strong fiscal policies allow us to provide appropriate infrastructure for:

٠	Public Safety	Х	Yes	No		N/A
•	Housing		Yes	No	Х	N/A
•	Recreation		Yes	No	Х	N/A
٠	Environment		Yes	No	Х	N/A

Education X Yes No N/A

**Explain:** See Vision above.

#### ALTERNATIVES

The City Council can direct staff to develop other options for new city limit signs.

#### **BUDGET IMPACT**

The cost for the new city limit signs is estimated to be approximately \$2,400 and will be funded from the City Street Fund (Fund 130).

#### **CONCLUSION**

It is recommended that the Council approve the layout of the new City limit signs.

#### **Attachments:**

1. Pictures of City Limit Sign

# Current City Limit Sign (2feet 6 inches by 4 feet 6 inches)



# **Proposed City Limit Sign**



Length: 4 feet Width: 6 feet



City of Gonzales

# COMMUNITY DEVELOPMENT DEPARTMENT

## **STAFF REPORT**

**TO:** Honorable Mayor Rios and City Council

**DATE:** September 6, 2022

FROM: Taven Kinison Brown, Community Development Director

THROUGH: Patrick Dobbins, Acting City Manager

**SUBJECT:** Resolution No. 2022-63 Agreement with Harris & Associates for Initial Work on the City of Gonzales 6Th Cycle Housing Element Update for the Period 2023-2031

#### **RECOMMENDATION**

It is recommended that the City Council approve Resolution No. 2022-63, A Resolution of the City of Council of the City of Gonzales, approving and authorizing an Agreement Between Harris and Associates for initial work on the City of Gonzales 6<sup>th</sup> Cycle Housing Element Update for the Period 2023-2031.

#### BACKGROUND

On July 1, 2022, the City of Gonzales (City) invited proposals from consultant firms or consultant teams to complete a housing element update, related rezoning and all necessary environmental review as required under State law, in a manner consistent with the Regional Housing Needs Allocation 6th Cycle (RHNA 6) planning period (2023-2031).

The City received two timely responses that were objectively reviewed by four city staff members. When review scores were combined, Harris and Associates had the higher rating, and as staff discussed the two RFP responses, staff affirmed that Harris and Associates had the right experience, expertise, and a fluent approach to a multicultural engagement with the community. Harris and Associates also acknowledged the availability and dedication of qualified staff and that they could get the job done. Follow-up calls with former clients yielded compliments and satisfaction that their city had finished with a certified 6<sup>th</sup> Cycle Housing Element and that it came in on budget. Staff interviewed Harris and Associates via Zoom on

Wednesday August 17, 2022 to meet the consultant team, refine the scope of work, staffing assignments and to discuss budget.

*Funding Issues.* In September of 2020, the City made an application for and received a \$65,000 LEAP Grant from the State of California for financial assistance in preparing the  $6^{th}$  Cycle Housing Element Update. The City's application indicated that the full \$65,000 would be used and that the Housing Element Update was anticipated to be completed for that amount. Since this time though, the City has learned that the task of preparing the  $6^{th}$  Cycle Housing Element Update will be much more expensive and is in the realm of \$450,000 to \$500,000; a seven fold difference.

Presently, the City only has the \$65,000 LEAP grant from the state to get started and underway. Additional funding sources will be needed to complete the task by December of 2023.

There are substantial penalties from the State of California, potentially if the City does not complete the 6<sup>th</sup> Cycle Housing Element Update process in a timely manner. Drawing from the California Housing and Community Development Department website <u>https://www.hcd.ca.gov/housing-elements-hcd</u> it states that:

State funding programs for transportation, infrastructure, and housing often require or consider a local jurisdiction's compliance with Housing Element Law. These competitive funds can be used for fixing roads, adding bike lanes, improving transit, or providing much needed affordable housing to communities. In some cases, funding from state/federal housing programs can only be accessed if the jurisdiction has a compliant housing element. In other cases, a compliant housing element is not a requirement in order to apply for funding; however, those applying for funding will receive extra points on their application if they do have a compliant housing element (thereby increasing their chances in the competitive application process).

State funding programs that require a local jurisdiction's housing element compliance include:

- <u>Community Development Block Grant Program</u>
- Infill Infrastructure Grant Program
- Local Housing Trust Fund Program
- Affordable Housing and Sustainable Communities Program
- Permanent Local Housing Allocation Program
- Caltrans Sustainable Communities Grant Program

#### **REVIEW & ANALYSIS**

It is imperative that the City get underway with this task – and **find the \$450,000 to \$500,000** additional financial resources to accomplish housing element certification with the State Department of Housing and Community Development. Unlike the 5<sup>th</sup> Cycle though, the state not only ramped up the depth, breadth and thoroughness of housing evaluations state-wide and community by community, but the state has dedicated and assigned grant monies to be distributed through local Councils of Government (AMBAG) that can be used by local jurisdictions to pay for housing projects and implementation. It is hoped that we can obtain additional state money to pay for the housing element, but this is uncertain and unknown at this time as AMBAG determines how additional state housing monies should be spent and allocated in this region.

Attached to this staff report recommending that the City enter into an agreement with Harris and Associates is a resolution, an agreement, and two scopes of work.

- *First Scope.* One scope of work includes the whole of the project with a cost of \$460,000. This scope is for reference at this juncture as the City does not have a dedicated source of revenue to pay for the whole of the project.
- *Second Scope*. Staff would like to offer the following strategy to the City Council. Staff would like to get underway with several of the most critical initial tasks as well as task Harris and Associates to assist the City in securing additional grant monies from the state and local COG.

Staff asked Harris to prepare a revised and limited *(Second)* scope of services to reflect our current level of funding (\$65,000). This modified scope of services includes getting underway with:

- 1. A site inventory.
- 2. Early work on the fair housing section.
- 3. A bilingual residential survey about housing needs and initial demographics work, and
- 4. Working with AMBAG to secure REAP 2.0 funding for housing element preparation. Harris staff will review the Notice of Funding Availability (NOFA) when released and will prepare one (1) draft and one (1) final version of the application for approval by City Council. City staff will carry these reports to and through Council when ready to reduce expenses.

Should we and the consultants be successful in these efforts to secure additional grant funding for the Housing Element, it is <u>not anticipated</u> that the REAP 2.0 awards will be made timely enough to close funding gaps in the work efforts that need to be started now and for the consultant to stay on task on the City's behalf. The City will need to find the funds to close this significant gap. REAP 2.0 awards may not be available until April/May of 2023.

#### How the Recommendation Supports the Vision

Gonzales will continue to be a safe, clean, family-friendly community, diverse in its heritage, and committed to working collaboratively to preserve and retain its small-town charm.

**Explain:** Getting underway with the 6<sup>th</sup> Cycle Housing Element, and it's successful certification at the state level will facilitate a greater understanding of our citizens' housing needs and how best to address income disparities, fairness and social equity in housing opportunities and local programs that may be crafted or revised. Additionally, a certified and timely Housing Element allows the City to continue to pursue state funding programs for transportation, infrastructure, and housing, uninterrupted.

#### Explain how the Recommendation Directly Implements the Mission

*The City Council and Staff of the City of Gonzales will realize our Vision by providing the leadership, commitment, and resources necessary to provide excellent services that enhance the quality of life of our diverse community.* <u>X</u>Yes <u>No</u> N/A

**Explain:** The City of Gonzales can assign our existing \$65,000 REAP funding resource to get underway with the critical housing sites inventory, bilingual residential needs survey, demographic work; the necessary first building blocks of the Housing Element evaluation, and to pursue additional funding.

*City services will be delivered in a cost-effective, respectful and friendly manner to ensure the safety and well-being of the residents and the promotion of business, recreational, housing and employment opportunities in an environmentally sustainable manner.* X Yes No N/A

**Explain:** See Vision explanation above.

Strong fiscal policies allow us to provide appropriate infrastructure for:

- Public Safety Yes No X N/A
- Housing X Yes No N/A
- Recreation Yes No X N/A
- Environment Yes No X N/A
- Education Yes No X N/A

**Explain:** See Vision explanation above.

#### **ALTERNATIVES**

Amend or modify staff recommendation.

#### **BUDGET IMPACT**

Presently none as the City has secured a \$65,000 grant from the State of California and the attached scope of services reflects tasks totaling \$65,000.

The City does need though to secure additional funding through grants or direct allotments from the General Fund to complete the 6<sup>th</sup> Cycle Housing Element Update; the expected additional need could be as much as \$400,000-\$450,000 (estimated) to be spent through December 2023, or potentially into the first quarter of 2024 should the city be granted an extension in time from the state. Should the City not be timely in the preparation of this Housing document, state funding for transportation (such as SB-1 monies), infrastructure, and housing could be in jeopardy.

#### **CONCLUSION**

Staff recommends that the City Council approve Resolution No. 2022-63, A Resolution of the City of Council of the City of Gonzales, approving and authorizing an Agreement Between Harris and Associates for initial work on the City of Gonzales 6<sup>th</sup> Cycle Housing Element Update for the Period 2023-2031.

#### **Attachments:**

- 1. Resolution No. 2022-63 w/Consulting Services Agreement
- 2. Scope of Work for the whole of the 6th Cycle Housing Element
- 3. Request for Proposals for the 6th Cycle Housing Element Update

#### **RESOLUTION NO. 2022-63**

#### A RESOLUTION OF THE CITY OF GONZALES, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN HARRIS AND ASSOCIATES FOR INITIAL WORK ON THE CITY OF GONZALES 6TH CYCLE HOUSING ELEMENT UPDATE FOR THE PERIOD 2023-2031

**WHEREAS**, On July 1, 2022, the City of Gonzales (City) invited proposals from consultant firms or consultant teams to complete a housing element update, related rezoning and all necessary environmental review as required under State law, in a manner consistent with the Regional Housing Needs Allocation 6th Cycle (RHNA 6) planning period (2023-2031); and

WHEREAS, the City received two timely responses that were objectively reviewed and rated by four city staff members; and

WHEREAS, Harris and Associates had the higher rating and staff affirmed that they had met the requirements of a response to the RFP, had the right experience, expertise, and offered a fluent approach to a multicultural engagement with the community, and

WHEREAS, Harris and Associates also acknowledged the availability and dedication of qualified staff and that they could get the job done. A follow-up call with a former city client yielded compliments and satisfaction that their city had finished with a certified 6th Cycle Housing Element and that it came in on budget; and

**WHEREAS**, staff interviewed Harris and Associates via Zoom on Wednesday August 17, 2022 to meet the consultant team, refine the scope of work, staffing assignments and to discuss budget; and

WHEREAS, the task of preparing the 6th Cycle Housing Element Update will approach a cost in the realm of \$450,000 to \$500,000 (estimated); and

**WHEREAS**, presently, the City only has a \$65,000 LEAP grant from the state to get started and underway. Additional funding sources will be needed to complete the task by December of 2023; and

**WHEREAS**, at the City's request, Harris and Associates prepared a modified Scope of Services to reflect the City's ability to commit \$65,000 from the LEAP Grant; and

**WHEREAS**, the tasks included in the Modified Scope of Services to get underway with the 6<sup>th</sup> Cycle Housing Element are:

- 1) A potential housing sites inventory
- 2) Early work on the fair housing section
- 3) A bilingual residential survey about housing needs and initial demographics work, and
- 4) Working with AMBAG to secure REAP 2.0 funding for housing element preparation. Harris staff will review the Notice of Funding Availability (NOFA) when released and will prepare one (1) draft and one (1) final version of the application for approval by City Council.

**WHEREAS**, should we be successful in these efforts to secure additional grant funding, City staff will bring the REAP 2.0 funding requests to and through City Council when ready; and

WHEREAS, should we be able to secure additional grant funding, it is not anticipated that the REAP awards will be made timely enough to close funding gaps in the work efforts that need to be started now and for the consultant to stay on task on the City's behalf. The City of Gonzales will need to find the funds to close this significant gap. REAP 2.0 awards may not be available until April/May of 2023; and

**WHEREAS**, the Housing Element work will be prepared in accordance with the requirements of the California Environmental Quality Act; and

WHEREAS, following, or leading up to, the completion of this initial modified scope of services to a pay-point of \$65,000, a new scope of work to complete the preparation of the 6<sup>th</sup> Cycle Housing Element will be prepared and presented in keeping with available financial resources, requiring additional Council action at that time.

**NOW THEREFORE, BE IT HEREBY RESOLVED** that the Acting City Manager is authorized and further directed to prepare and execute an appropriate Agreement between Harris and Associates for initial work on the City Of Gonzales 6th Cycle Housing Element Update for the period 2023-2031 according to the attached Agreement with modified Scope of Services and Budget.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Gonzales duly held on the 6<sup>th</sup> day of September 2022, by the following vote:

**AYES: COUNCILMEMBERS:** 

**NOES: COUNCIL MEMBERS:** 

**ABSTAIN: COUNCIL MEMBERS:** 

**ABSENT: COUNCIL MEMBERS:** 

Jose L. Rios, The Honorable Mayor

**ATTEST:** 

Mary Villegas, Deputy City Clerk

#### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF GONZALES AND HARRIS AND ASSOCIATES for initial work on the City of Gonzales 6th Cycle Housing Element Update for the Period 2023-2031.

THIS AGREEMENT for consulting services is made by and between the City of Gonzales ("City") and Harris & Associates ("Consultant") (together sometimes referred to as the "Parties") as of September 6, 2022 (the "Effective Date").

**Section 1. SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 <u>Term of Services.</u> The term of this Agreement shall begin on the Effective Date and shall end on January 1, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- **1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- **1.3** Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- **1.4** <u>**Time.**</u> Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$65,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- **2.1** <u>Invoices.</u> Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
  - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
  - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in <u>Exhibit A</u> and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- **2.2** <u>Monthly Payment.</u> City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 <<Not Used>>
- **2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- **2.5** <u>Hourly Fees.</u> Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit A.
- **2.6** <u>**Reimbursable Expenses.**</u> Any reimbursable expenses are included in the authorized contract amount and shall be approved by city staff in advance.
- **2.7 <u>Payment of Taxes.</u>** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 <u>Payment upon Termination.</u> In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- **2.9** <u>Authorization to Perform Services.</u> The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

<u>Section 4.</u> <u>INSURANCE REQUIREMENTS.</u> Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types, and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 <u>Workers' Compensation.</u> Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a selfinsurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

#### 4.2 <u>Commercial General and Automobile Liability Insurance.</u>

- **4.2.1** <u>General requirements.</u> Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- **4.2.2** <u>Minimum scope of coverage.</u> Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.
- **4.2.3** <u>Additional requirements.</u> Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
  - b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
  - c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

#### 4.3 <u>Professional Liability Insurance.</u>

- **4.3.1** <u>General requirements.</u> Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- **4.3.2 <u>Claims-made limitations.</u>** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
  - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
  - d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.
- **4.3.3** <u>Additional Requirements.</u> A certified endorsement to include contractual liability shall be included in the policy.

#### 4.4 <u>All Policies Requirements.</u>

- **4.4.1** <u>Acceptability of insurers.</u> All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.
- **4.4.2** <u>Verification of coverage.</u> Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant

beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

- **4.4.3** Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- **4.4.4** <u>Wasting Policies.</u> No policy required by this Section 4 shall include a "wasting" policy limit (i.e., limit that is eroded by the cost of defense).
- **4.4.5** <u>Waiver of Subrogation.</u> Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

- **4.4.6** <u>Subcontractors.</u> Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- **4.5** <u>**Remedies.**</u> In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
  - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

<u>Section 5.</u> <u>INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.</u> Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

## Section 6. STATUS OF CONSULTANT.

- 6.1 <u>Independent Contractor.</u> At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- **6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

#### Section 7. LEGAL REQUIREMENTS.

- 7.1 <u>Governing Law.</u> The laws of the State of California shall govern this Agreement.
- **7.2** Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent, or trademark law. Consultant's Failure to comply with any law(s) or

regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- **7.3** <u>Other Governmental Regulations.</u> To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 <u>Licenses and Permits.</u> Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 <u>Nondiscrimination and Equal Opportunity.</u> Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

#### Section 8. TERMINATION AND MODIFICATION.

**8.1** <u>**Termination.**</u> City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- **8.2** <u>Extension.</u> City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- **8.3** <u>Amendments.</u> The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 <u>Assignment and Subcontracting.</u> City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- **8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- **8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
  - 8.6.1 Immediately terminate the Agreement;
  - **8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - **8.6.3** Retain a different consultant to complete the work described in <u>Exhibit A</u> not finished by Consultant; or
  - **8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## Section 9. KEEPING AND STATUS OF RECORDS.

**9.1** <u>Records Created as Part of Consultant's Performance.</u> All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications,

records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- **9.2** <u>Consultant's Books and Records.</u> Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- **9.3** Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

#### Section 10 MISCELLANEOUS PROVISIONS.

- **10.1** <u>Attorneys' Fees.</u> If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- **10.2** <u>Venue.</u> In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- **10.3** <u>Severability.</u> If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- **10.4** <u>No Implied Waiver of Breach.</u> The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- **10.5** <u>Successors and Assigns.</u> The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- **10.6** <u>Use of Recycled Products.</u> Consultant shall prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- **10.7** Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* 

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- **10.8** <u>Solicitation.</u> Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- **10.9** <u>Contract Administration</u>. This Agreement shall be administered by the City's Community Development Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- **10.10 <u>Notices.</u>** Any written notice to Consultant shall be sent to:

Hitta Mosesman, Vise President Community Development & Housing <u>Hitta.mosesman@weareharris.com</u> Phone 949.264.8573 22 Executive Park, Suite 200 Irvine, CA 92614 Any written notice to City shall be sent to:

Taven M. Kinison Brown, Community Development Director <u>tkinisonbrown@ci.gonzales.ca.us</u> City of Gonzales P.O. Box 647 Gonzales, CA 93926

AND

Mary Villegas, Administrative Specialist/Deputy City Clerk <u>mvillegas@ci.gonzales.ca.us</u> City of Gonzales P.O. Box 647 Gonzales, CA 93926

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

**10.12** <u>Integration.</u> This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services and Budget

- **10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- **10.14** <u>Non-Responsibility for General Contractor Responsibilities and Duties.</u> Unless otherwise agreed by City and Consultant in writing, nothing in Consultant's services shall be construed to mean that Consultant assumes any of the contractual responsibilities or duties of the general contractor. The general contractor is solely responsible for construction means, methods, sequences and procedures used in the construction of a

project and for related performance in accordance with its contract with the City. The general contractor shall not be relieved of its responsibility for the safety of the workplace or for the method or manner of construction. The Consultant and its personnel have no authority to exercise any control over or charge of acts or omissions of the general contractor or their employees in connection with the construction work.

The Parties have executed this Agreement as of the Effective Date.

CITY OF GONZALES

Harris & Associates

Patrick Dobbins Acting City Manager Hitta Mosesman Vice President Community Development & Housing

Attest:

Mary Villegas, Deputy City Clerk

# Exhibit A



August 25, 2022

Taven M. Kinison Brown, Community Development Director City of Gonzales P.O. Box 647 147 Fourth Street Gonzales, CA 93926

#### HOUSING ELEMENT UPDATE - LIMITED SCOPE TO START HOUSING ELEMENT PROCESS

Dear Mr. Brown,

Per our recent conversations, we are pleased to provide this proposal to the City of Gonzales (City), as an alternative to the full proposal on the Housing Element Update (HEU) process, which utilizes the current grant funding the City has obtained to start the process.

The City has requested that Harris provide a proposal for work that can be completed under the current budgeted amount of \$65,000 that includes preparing a Regional Early Action Planning (REAP) 2.0 grant application for additional HEU funding. However, outside of preparing the grant application, the tasks required to effectively begin the HEU process require work on multiple sections of the HEU to prepare for community engagement, including the housing needs, sites inventory and affirmatively furthering fair housing sections. Therefore, we believe that the only efficient and feasible approach that can result in HEU certification by the State-mandated deadline is to complete this pre-work for community engagement which requires us to base this proposal on the number of hours worked rather than by deliverables due to budget constraints.

In other words, we would need to complete portions of the HEU analysis in 3 areas – housing needs, site inventory and fair housing- to prepare for community engagement. We have provided the number of hours our team can dedicate to each section in the budget to address the budget constraints. Please note that the full sections themselves cannot be completed under this scope, but partial completion (based on the availability of data) can be achieved.

## **Scope of Work**

Harris proposes a scope and approach to complete the REAP 2.0 grant application and begin work on key sections of the HEU where analysis is required in order to conduct the community outreach process.

1. REAP 2.0 APPLICATION

Harris will review the Guidelines to be released by the Association of Monterey Bay Area Governments (AMBAG). These Guidelines are not available to date but according to AMBAG's website, will be released sometime after January 1, 2023. It is important to note that AMBAG has not provided an estimated date when the Notice of Funding Availability (NOFA) and grant application will be available. Harris will review the NOFA when released, prepare the REAP grant application (1 draft version for City staff review and 1 final version) and submit an electronic copy for the City to submit to AMBAG. The grant application will likely need to be approved by the City Council. Please note that no staff reports or meetings are included under this task in order to control costs, but a few hours of coordination with the City on the grant application has been included.

#### Deliverables:

- One (1) draft version of the REAP grant application (in Word and adobe format).
- One (1) final version of the REAP grant application (in Word and Adobe formats).

22 Executive Park, Suite 200 Irvine, CA 92614 📕 (949) 655-3900 📕 WeAreHarris.com

#### 2. HOUSING NEEDS SECTION - DATA RESEARCH, ANALYSIS AND TABLES

Harris staff will conduct data research on demographics, rents, home prices and other factors to determine housing needs pursuant to US Census, real estate and other data sources. This research will be synthesized into some tables and exhibits needed for the Housing Needs section and to identify housing needs issues in preparation for the community engagement required for the HEU. Due to the fact that data research and analysis is required on several HEU sections prior to community engagement, Harris has provided a set number of hours for the scope and budget but cannot project deliverables at this time as it will be dependent on the availability of data sources (particularly the availability and format of data provided by AMBAG, if applicable).

#### 3. SITE INVENTORY - DATA RESEARCH AND ANALYSIS

Harris staff will coordinate with City staff on potential housing sites and conduct research and analysis on sites within the City that meet HCD criteria for being ripe for redevelopment, including building age, improvement to land value ratio (based on the County equalized assessment roll), building vacancies (according to LoopNet) and other factors. Due to the fact that data research and analysis is required on several HEU sections prior to community engagement, Harris has provided a set number of hours for the scope and budget but cannot project deliverables at this time as it will be dependent on both the availability of data sources and the result of the data analysis. Harris will strive to complete a draft site inventory, but it will depend on whether the data indicates that sites will legally qualify – this is critical as related to lower income sites.

#### 4. AFFIRMATIVE FURTHERING FAIR HOUSING (AFFH) – DATA RESEARCH, ANALYSIS AND MAPS

Harris staff will conduct data research on fair housing issues utilizing US Census data and HCD mapping and other resources. Work on this section will be limited to available data and will not include very limited coordination with the City's fair housing service provider research, data request and/or analysis. The scope includes only the preparation of maps and some tables to help inform the community engagement process. Due to the fact that data research and analysis is required on several HEU sections prior to community engagement, Harris has provided a set number of hours for the scope and budget, but cannot project deliverables at this time as it will be dependent on the availability of data sources

5. MEETING ATTENDANCE

Harris will attend three (3) check in meetings (virtual only) with City staff.

#### **Requirements to Start Work**

Harris can commence work when either of the following is provided:

- City staff provides an email with a written authorization to commence work prior to the contract being executing and agreeing to pay invoices that include hours worked prior to the date of the executed contract; or
- Harris receives an executed contract.

#### **Budget**

The proposed budget is provided on the following page. Please note that this proposal assumes that the actual hours spent, not deliverables, determine the budget amount. Once the budget is exhausted, Harris would require a contract amendment to continue work on the HEU.

Harris & Associates, Inc.

2 of 3

	Vice President	Project Manager	Deputy Project Manager	Senior Analyst	Analyst	Total Est	Total Estimated Fee	
	\$275/hr	\$190/hr	\$175/hr	\$150/hr	\$140/hr			
REAP 2.0 Grant Application	5	15	25			\$	8,525	
Housing Needs	4	10	20		40	\$	11,990	
Site Inventory	10	30			10	\$	9,740	
AFFH	6	8		30	20	\$	10,360	
Meetings	2	8				\$	2,070	
Project Management/Coordination	10	50	25	20	20	\$	22,315	
Total	35	121	70	50	90	\$	65,000	

### **Contract Term**

Harris anticipates that the work subject to this proposal will be completed no later than January 2023. In order to meet the State mandated deadline for HEU certification, community outreach would be required to begin in February 2023 (community outreach and tasks associated with the HEU are not included in this proposal but are contained in the July 25, 2022, complete proposal submitted to the City pursuant to a Request for Proposal.

## **Disclaimers**

Please note that if the City would like to take this limited approach, we cannot guarantee that the City will meet the State mandated deadline if there is a pause, delay or stop to the work needed to prepare a certified HEU under new State requirements. We would like to be transparent with the City that it is unlikely the City will meet the State mandated deadline of December 2023 if there is any delay in the process of completing the full scope of work provided in Harris' proposal dated July 25, 2022.

One very large caveat to the HEU is the REAP 2.0 grant funding the City would like to pursue. Please note that there is no firm date on when the NOFA will be issued by AMBAG. According to information on AMBAG's website, they are not submitting their guidelines to the State until sometime around December 31, 2022. Therefore, an award of REAP grant funding may not occur until late spring or summer of 2023. If work were to pause until the award is provided, it is our belief that it will not be feasible to prepare the full HEU document for HCD review (given State law availability requirements and lengthy HCD review periods) within the time frame needed to achieve certification by the State mandated deadline.

Additionally, it is Harris policy to limit work completed as that under an executed contract and Harris cannot begin any work, or continue to provide work in process outside of the established scope and budget, without either an executed contract or a written statement from a client authorizing the work and agreeing to paying invoices for work completed outside of the scope while a new contract or contract amendment is in process.

We appreciate the opportunity to work with the City of Gonzales. Please feel free to contact us if you have any questions.

Sincerely, Harris & Associates, Inc.

Hitta Mosesman Vice-President, Community Development + Housing Consulting (949)291-3729 ■ Hitta.Mosesman@WeAreHarris.com

Harris & Associates, Inc.

a. Itemized costs for the elements listed in Scope of Services.

					HA	RRIS STAFF	HOURS						OTHER DIR	ECT COSTS	
Harris & Associates	Principal-in- Charge	Project Manager	Deputy PM	Sr Analyst	Housing/ Analyst	CEQA Lead	CEQA Analyst	Housing/ Utility Engineer	Sr Planner	Urban Planner	Technical Editor	Sr GIS	Reproduction	Distribution	
	Hitta	Irlanda	Kelly	Kyle/Jordan	Nathaniel	Kate	Alec	Brian	Cecilia	Russell	Lindsey	Randy	,		Fee
Task Description	\$275	\$190	\$175	\$150	\$140	\$260	\$135	\$250	\$210	\$145	\$140	\$150			
Task 1: Project Kick Off				, , , , , , , , , , , , , , , , , , , ,											
1.1 Kickoff Meeting	2	4	2			1		1				[			\$1.660
1.2 Schedule	1	6													\$1,415
Hours Subtotal	3	10	2	0	0	0	0	0	0	0	0	0			÷.,
Task 1 Subtotal	\$825	\$1.900	\$350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,075
	\$8 <u>2</u> 5	\$1,900	\$350	\$0	\$0	\$0	\$U	\$0	\$U	\$0	\$0	\$U	\$0	\$0	\$3,075
Task 2: Project Management								-	-			-			
2.1 Monthly Status Meetings & Emails (15 meetings/emails max)	20	60													\$16,900
Hours Subtotal	20	60	0	0	0	0	0	0	0	0	0	0			
Task 2 Subtotal	\$5,500	\$11,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,900
Task 3: Community Outreach and Engagement															-
3.1 Community Engagement Plan	5	35	40	1				1							\$15,025
3.2 Community Meetings, Workshops, Survey & Public Information Materials	60	140	40	30	10										\$56,000
Project Management and Coordination (Internal and External)	10	30	20	5	5										\$13,400
Hours Subtotal	75	205	100	35	15	0	0	0	0	0	0	0			<i></i> ,
Task 3 Subtotal	-	\$38.950	\$17,500	\$5.250	\$2.100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84,425
	\$20,625	\$38,950	\$17,500	\$5,250	\$2,100	\$0	\$U	\$0	\$U	\$0	\$0	\$0	\$0	\$0	\$04,4ZJ
Task 4: Housing Element									-			r			
4.1 Administrative Draft (1 draft & 1 final of each section)												-			\$0
Project Management and Coordination (Internal and External)	25	120	40	60	45	2			5	25	10	8			
Introduction	1	15	20												\$6,625
Effectiveness of Current Housing Element	2	25	20	30								1.0			\$13,300
Assessment of Housing Needs/Community Profile	1	25	20	80	50							10			\$29,025
At Risk Affordable Housing Units	2	15	05	10	10										\$4,900
Affirmatively Furthering Fair Housing	5	55	25	85	40							20			\$37,550
Sites Inventory	10	60		100	25			15	10			10			\$37,900
Housing Constraints	2	35			25		20		10	85					\$27,825
Housing Element Plan	8	60	20												\$17,100
4.2 Rezoning (Optional Task )	10	50	00	40							00	_			\$0
4.3 Draft Housing Elements (3 versions)	12	50 25	60 15	40 10	30 5					20	30	5			\$41,350
Project Management and Coordination (Internal and External) 4.4 Adoption Housing Elements (2 versions)	5 12	60	20	40	5	-				5		2			\$24.200
					-	0					-				
Project Management and Coordination (Internal and External) 4.5 Final Housing Element (14 hard copies, 12 bound)	10	25 30	5	5	5	6					5	5	¢4 100	\$200	\$12,085 \$17,550
4.5 Final Housing Element (14 hard copies, 12 bound) Hours Subtotal	12		0.45		005			45		105	25	÷	\$4,100	\$200	JCC, ۱۱ چ
	107	600	245	460	225	8	20	15	15	135	70	60			AA / / /
Task 4 Subtotal	\$29,425	\$114,000	\$42,875	\$69,000	\$31,500	\$2,080	\$2,700	\$3,750	\$3,150	\$19,575	\$9,800	\$9,000	\$4,100	\$200	\$341,155
Task 5: CEQA Compliance Strategy															
5.1 Housing Element Statutory Exemption		2				8	16				2				\$4,900
Task 6: REAP Grant Application															
6.1 Grant Application Preparation (1 draft, 1 final, no meetings included)	6	18	20												\$8,570
OPTIONAL SERVICES															
5.2 Mitigated Negative Declaration (CEQA) instead of Exemption		4				40	160				16	6			\$35,900
TOTAL with CEQA Exemption	\$56,3 <u>81</u>	\$166,2 <u>70</u>	\$60,745	\$74,250	\$33,6 <u>00</u>	\$2,088	\$2,71 <u>6</u>	\$3,7 <u>50</u>	\$3,150	\$19,57 <u>5</u>	\$9,802	\$9,000	\$4,100	\$200	\$459,025
TOTAL with Mitigated Negative Declaration															\$481,455

## **REQUEST FOR PROPOSALS**

# FOR THE

# SIXTH CYCLE HOUSING ELEMENT UPDATE

Planning Period 2023-2031



City of Gonzales P.O. Box 647 147 Fourth Street Gonzales, California 93926

**Distribution /Advertisement** July 1, 2022

### **Deadline for Submittals**

July 25, 2022 4:00pm

Deliver to: Taven M. Kinison Brown Community Development Director <u>tkinisonbrown@ci.gonzales.ca.us</u> **NOTICE IS HEREBY GIVEN** that proposals for the 6th Cycle Housing Element Update will be received from qualified firms to provide planning services related to the City's Housing Element Update. Responses to this Request for Proposal (RFP) will be received at the City of Gonzales, Community Development Department, 147 Fourth Street, Gonzales, California 93926 until 4:00 pm on **Monday July 25, 2022.** Electronic submittal to tkinisonbrown@ci.gonzales.ca.us by the same date and time will be sufficient, followed quickly by hard copy as described herein.

The City will receive questions concerning the Request for Proposal via email to Taven M. Kinison Brown, Community Development Director, <u>tkinisonbrown@ci.gonzales.ca.us</u> until Friday July 15, 2022, at 5:00 pm. The City will respond to questions by the end of business, Tuesday, July 19, 2022.

Sole responsibility rests with the bidder to ensure that their proposal is received on time at the stated location or email address. Proposals received after the specified date and time will not be considered.

Proposals shall conform to the specifications of the **Request for Proposals for the 6<sup>th</sup> Cycle Housing Element Update.** The City reserves the right to accept or reject any or all proposals or any combination thereof, to waive any informality or irregularity in the proposal and evaluation process and make award in the best interest of the City.

**Proposal Forms:** Proposals shall include the total cost and be signed by an authorized company representative. The proposals shall be submitted by the deadline electronically and in one sealed envelope entitled: **6<sup>th</sup> Cycle Housing Element Update.** 

**Project Award:** Complete proposals with qualification statements will be evaluated by the City of Gonzales and may include calls and an interview. Staff will make a recommendation on a consultant to the City of Gonzales City Council for approval and authorization to negotiate and execute a consulting services agreement to provide the requested services.

The City reserves the right to reject all proposals and to negotiate final contract terms with any selected consultant. The contract will be awarded based on lowest price from a responsive and responsible bidder.

CITY OF GONZALES, Dated July 1, 2022

Published by: Taven M. Kinison Brown, Community Development Director Published on: July 1, 2022

#### I. Introduction

The City of Gonzales (City) invites proposals from consultant firms or consultant teams to complete a housing element update, related rezoning and all necessary environmental review as required under State law, in a manner consistent with the Regional Housing Needs Allocation 6<sup>th</sup> Cycle (RHNA 6) planning period (2023-2031).

#### II. Setting

Located in the heart of the Salinas Valley, the City of Gonzales is a vibrant, rural agricultural community of 8,647 residents nestled between the rolling Gabilan Mountains and the picturesque Santa Lucia Range. Centrally located on scenic Highway 101 in Monterey County, Gonzales is 16 miles south of Salinas, 35 miles southeast of the Monterey Peninsula and 62 miles southeast of San Jose. Gonzales enjoys a beautiful natural setting and is a safe, friendly, family-oriented community with a relaxed pace of life. Yet, endemic, and pervasive housing issues affect the community:

- 1. The City has a severe shortage of housing of all types and for all income ranges.
- 2. There has not been a multi-family housing project built since 2008 and no single-family housing projects since 2006.
- 3. The City currently has one 20-unit senior complex, on C Street.
- 4. As identified in the 2015-2023 (5<sup>th</sup> Cycle) Housing Element, **the City:** 
  - a. Has a much lower percentage of multifamily housing (19% of the total housing stock) when compared to the County of Monterey County (26% of total housing stock). This disparity widens even more when compared to the State. (Page IV-9)
  - b. Maintains the lowest vacancy rate in Monterey County ranging from 1.7% to 4.2% over a period of 14 years (2000 2014), which is an indication of a tight housing market with few choices and high rents. (Page IV-14)
  - c. Has a significant overcrowding issue. 20% of occupied dwelling units in Gonzales are estimated to be overcrowded, which is significantly higher than Monterey County and the State (12% and 8% respectively). This overcrowding is more pronounced in renter-occupied households at 30% when compared to owner-occupied households at 13%. (Page IV-15)
  - d. Residents living in multi-family housing, characterized as low-income or extremely low-income suffer from a housing cost burden. In fact, nearly all (95%) spent more than 50% of their income toward housing cost (defined as a severe housing cost burden). (Pages IV 21-22)

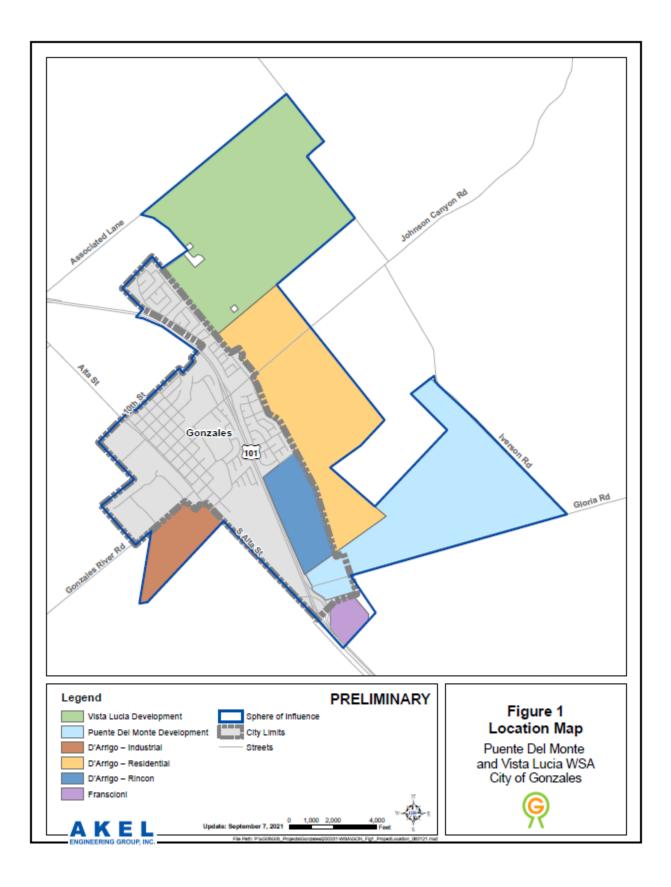
- e. The elderly, who comprise 6% of the City's population when compared to the County's 11%, are a special needs population that requires close access to public services such as the post office, banks, city offices, etc. Unfortunately, while the older portion of town (west of US 101) does present these resources, this part of town is fully developed and opportunities for additional housing are severely limited at best, or non-existent. In addition, a portion of seniors are low income further restricting their ability to acquire housing in the few instances that it become available. (Pages IV 23-24)
- f. Has reached full buildout within the existing City except for a few parcels,

An exception to the fully developed status is a 138-acre parcel that is presently being farmed within the City limits, that is being considered for a sizeable housing development of 700-1,000 units. A formal Specific Plan proposal is expected in the short term. (See Figure 1 Location Map)

While the City has not seen new housing construction in many years, there are several <u>annexation projects</u> also under consideration within the City's Sphere of Influence that, if approved, will directly affect housing with the provision of affordable and market rate units.

- The Vista Lucia and Puente del Monte Specific Plan proposals combined will result in the development of approximately 6,200 residential units (apartments, SFDs on various sized lots, duplexes, triplexes, etc.) as well as providing the appurtenant public infrastructure which would include roads, drainage, schools, and parks on the combined land area of 1,318 acres. Such developments would occur in multiple phases and construction development may be for a period of 20 to 30 years.
- The Vista Lucia project will result in 3,500 residential units, and the Puente del Monte project will result in approximately 2,600 units.
- The LAFCo consideration of the Vista Lucia annexation application is anticipated in the first quarter of 2023.

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#### III. Background

The City of Gonzales expects a 6<sup>th</sup> Cycle Regional Housing Needs Assessment assignment (RHNA) from the Association of Monterey Bay Area Governments (AMBAG) of approximately **1,266** units compared to **293** units in the last 8-year RHNA Cycle (5), representing more than a four-fold increase from the last planning cycle.

Total RHNA – 6 <sup>th</sup> Cycle (2023-2031).	<b>1,266</b> (under Appeal)
Very-Low Income (< 50% of AMI)	173
Low Income (50-80% of AMI)	115
Moderate Income (80-120% of AMI)	321
Above Moderate Income (>120% of AMI)	657

Total RHNA – Older 5 <sup>th</sup> Cycle (2014-2023)	293
Very-Low Income (< 50% of AMI)	71
Low Income (50-80% of AMI)	46
Moderate Income (80-120% of AMI)	53
Above Moderate Income (>120% of AMI)	123

The City of Gonzales's older 5<sup>th</sup> cycle housing element was certified by the California Department of Housing and Community Development (HCD) and is available on the City of Gonzales Community Development Department website. The City has also completed Annual Progress Reports and implemented other housing priorities, including adoption of an ADU Ordinance.

To ensure an adequate inventory of viable sites, City staff anticipates the 6<sup>th</sup> Cycle Housing Element Update may necessitate rezoning in targeted areas, while also taking some existing opportunity sites through the re-use criteria and process.

While a number of important housing issues will need to be considered and addressed through the update process, *the most significant work effort is expected to be identifying how the City of Gonzales can meet the assigned RHNA based on an updated housing opportunity site inventory.* To achieve this, City staff anticipates pursuing the following approaches:

- Conducting background research and drafting the City's Housing Needs Assessment and to ensure this Housing Element Update is affirmatively furthering fair housing, as required by the State and requirements under AB 686.
- Assessing the City of Gonzales's existing housing opportunity sites to determine their appropriateness under the mandates and restrictions required for the next housing element cycle, including identifying certain desirable properties for potential to comply with the State's requirements for "re-use" of these sites.

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- Identifying potential new housing opportunity sites and whether it is necessary to re-zone individual properties to meet the 6th cycle mandates and the City's RHNA.
- Conducting public outreach and engagement on the potential land use changes for these parcels to identify and discuss the community concerns regarding the implications of rezoning these potential properties.
- Drafting of the housing element and CEQA documents themselves and presenting these to decision making bodies in keeping with the pre-determined schedule.

The selected consultant will partner with city staff to explore, analyze, and implement these approaches while also facilitating community engagement, working with elected and appointed officials to present recommendations and coordinating with HCD throughout the process to ensure certification of the updated element.

#### III. Scope of Services

The City of Gonzales is seeking professional consulting services to update the City's adopted housing element in a manner consistent with current State law, ensuring certification of the final element by HCD by January 2023.

Proposals must address the following tasks, providing a description and timeline of how they would be accomplished. Additional or optional tasks may be included and creative approaches are welcome. The final scope of work will be subject to refinement and mutual agreement following the project's launch and further discussion.

#### TASK 1: PROJECT KICKOFF

The consulting team will schedule a kickoff meeting with City staff to discuss and refine the scope of services and schedule. The schedule will address all major stages of the project, including:

- Identification of milestones, meetings and workshops, and deliverables.
- Public outreach approach, including timing of workshops, meetings, and hearings.
- Delivery of findings and analysis during development of the housing needs data.
- City staff review periods for each deliverable.
- Opportunities to facilitate HCD review.
- Response to HCD review; and
- Planning Commission and City Council hearings.

#### **Deliverable: Project Schedule.**

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### TASK 2: PROJECT MANAGEMENT

This task covers communication and coordination between the consultant and jurisdiction staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated housing element. Proposals should identify how the consultant team will facilitate regular communication with City staff; methods to ensure the project remains on schedule and within budget; and strategies for quickly resolving issues that arise. Practices to ensure clear and timely communication and effective project coordination should be described. Experience with ensuring successful coordination with HCD over the course of the project should also be included, as appropriate.

# Deliverable: Monthly email updates listing accomplishments, pending action items and needs from City staff.

#### TASK 3: COMMUNITY OUTREACH AND ENGAGEMENT

Consultants shall develop a program to effectively reach, educate and engage the community and key stakeholders throughout each phase of the Housing Element update process, considering the unique challenges of COVID-19 and a Spanish speaking population. The City of Gonzales already has a well-established network of community contacts and outreach that should be drawn upon.

- https://gonzalesca.gov/engaged-community
- <u>https://gonzalesca.gov/sites/default/files/2021-</u> 08/Gonzales%20Chartbook%20Health%20Well-being%207.1.21.pdf

This program should include strategies to ensure inclusion of hard to reach and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. This program should also include strategies for engaging key stakeholder groups (e.g., real estate interests, housing providers, developers). Outreach is expected to begin early in the process and continue throughout, to gain feedback on draft policy ideas, housing opportunity site options and the draft Housing Element and environmental review documents themselves. Consultant should anticipate leading the engagement effort as well as drafting summaries of the input.

At a minimum, outreach should consist of:

- Initial presentation to the City Council.
- Two community meetings.
- Two stakeholder focus groups.
- Online/virtual participation opportunities.
- Planning Commission Study Session.
- City Council Study Session; and
- Public Hearings with the Planning Commission and City Council for review and adoption.

#### **Deliverable: Community Outreach and Engagement Plan including:**

- Draft and final presentations for each meeting.
- Electronic summaries of all input and feedback received; and
- Draft and Final Reports presenting the Housing Element and CEQA analysis.

#### TASK 4 HOUSING ELEMENT

#### **Task 4.1 Administrative Draft Housing Element**

Preparation of the Administrative Draft Housing Element will include the following sections.

#### Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element update process; housing issues facing the City; the City's housing needs; available sites and Resources; and the goals of the Housing Element.

#### **Effectiveness of Current Housing Element**

This section will include review and evaluation of the current Housing Element, General Plan, annual progress reports, and other supporting materials and will review the City's implementation of the current Housing Element, including progress made on the goals, policies, and programs in the current Housing Element, and the City's progress toward the 5th cycle RHNA.

The consultant will formulate 6<sup>th</sup> Cycle Housing Element policies based on the effectiveness of the existing policies, input from public, communication with City staff and officials as well as changes in State law. This section will include a narrative that discusses: (1) actual results of the current Element compared to its goals, policies, and implementation measures; (2) significant differences between objectives and actual achievements; and (3) recommended revisions to the current Housing Element goals, policies, and programs to achieve success.

#### **Assessment of Housing Needs**

This section will assess the housing needs of the City's population based on its demographic characteristics and its existing housing inventory. The needs assessment will meet the requirements of GC Section 65583(a)(1,2,7) and will be based on recent available data, including the Association of Monterey Bay Area Governments Housing Element tools and data, US Census (2020 data if available, and 2019/2020 American Community Survey data), California Department of Finance estimates, Employment Development Department data, Department of Developmental Services data, and Point in Time reports.

This work effort will address the following:

- Population, household, and employment characteristics and trends.
- Income characteristics.

- Special needs groups.
- Housing stock characteristics and housing conditions.
- Comparison of affordability of housing to City income levels.
- Affordable housing projects at-risk of conversion to market-rate; and
- Quantified housing needs, including the City's regional housing needs allocation and existing and projected needs for each special needs group.

#### Fair Housing Assessment

This is a new requirement since the City's adoption of the 5th Cycle element. The Fair Housing Assessment will meet the mandated requirements and standards set by the HUD Affirmatively Furthering Fair Housing (AFFH) Rule and AB 686 including:

- A summary of fair housing issues in the City of Gonzales and an assessment of the City's fair housing enforcement and fair housing outreach capacity; and
- An analysis of available federal, state, and local data and knowledge to identify integration and segregation patterns and trends, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs within the City of Gonzales, including displacement risk, and discussion of factors that contribute to these fair housing issues.

#### Inventory of Housing Sites and Resources

The Housing Element will identify available resources, including land, funding, and housing programs, available to assist in addressing the City's housing needs. The consultant will review the City's existing inventory under updated requirements of State law to include specific requirements for lower income sites, addressing underutilized sites, use of mixed-use sites, demonstrating realistic capacity and meeting new requirements for the re-use of existing housing opportunity sites deemed beneficial by the City. If a shortfall of adequate sites is projected, the Housing Plan will include a program to ensure that adequate sites are rezoned in a timely manner to accommodate the City's needs in compliance with State law. This section will include the following required topics:

- Inventory of sites suitable for residential development.
- City's capacity to accommodate its Regional Housing Needs Allocation
- Process to re-use existing desirable housing opportunity sites
- Financial and other resources available to support residential development; and
- Opportunities to enhance for residential energy conservation and reduce green-house gas impacts associated with residential land uses.

#### Housing Constraints

Constraints to the maintenance, improvement, or development of housing to meet the City's housing needs will be identified. This chapter will address governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental; market demand; availability of land, labor, and materials; availability of financing, etc.).

The consultant will carefully review the City's General Plan policies and standards, zoning requirements, and processes to identify potential constraints to housing development, including housing for lower income households and special needs groups. The consultant will review the City's processes to identify if modifications need to be made to address recent changes to State law, including recent laws related to accessory dwelling unit standards, low barrier navigation centers, supportive housing by right, and SB 35 streamlining requirements. The consultant will develop programs to reduce constraints, where appropriate and feasible.

An exploration of flexible or non-traditional financing and construction models which may provide options to help spur residential development will be welcomed in a consultant response to this RFP.

#### Housing Element Policy/Implementation Plan

The consultant will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints, consistent with the requirements of GC Section 65583(b, c). This will carry forward successful goals, policies, and measures identified in the adopted 5<sup>th</sup> Cycle Housing Element and will provide focused updates where necessary to address the requirements of State law. The implementation plan will identify housing policies and programs, based on public and stakeholder input, City guidance, and the needs identified in the 'needs and constraints' analysis. The consultant will meet with City staff to discuss the proposed revisions to the City's existing goals, policies, and programs, and will also present for discussion additional policies and strategies that fit the unique needs and character of the City of Gonzales. Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation, and funding sources. Where appropriate, phasing and financing options should be identified. Implementation measures must reflect recent legislation and will address the following issues at a minimum:

- Conserve and Improve Existing Housing Stock.
- Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation, development of housing to meet the needs of lower- and moderate-income households.
- Affirmatively Furthering Fair Housing.
- Address Housing Needs of Special Needs Populations.
- Preserve Affordable Housing.
- Regional Housing Needs Determination and Quantified Objectives
- General Plan and Zoning Consistency; and
- Removal of Constraints (where appropriate and feasible.)

The Housing Plan will identify any necessary amendments to the General Plan; Zoning Code; design guidelines; and other adopted local documents to achieve compliance with State law. The consultant will review proposed policies and implementation measures for internal consistency

with all elements of the City's General Plan and, if necessary, identify amendments to other General Plan elements to create consistency with the updated Housing Element.

#### Task 4.2 Rezoning

Based on the site analyses, work with City staff to identify potential areas for rezoning, if necessary. This must include consideration of the State requirements for maintaining an adequate housing sites inventory throughout the eight-year planning period.

#### **Task 4.3 Draft Housing Element**

Following the City's review of the Administrative Draft, the consultant will incorporate the City's comments on the Administrative Draft Housing Element and create a Draft Housing Element for public review and the statutory 60-day HCD review period. Prior to release of the Draft Housing Element, City staff will be provided a screen check draft for review to ensure all comments have been addressed. The consultant will then submit the Draft Housing Element to HCD for the 60-day State review period.

#### **Task 4.4 Adoption Draft Housing Element**

During the 60-day State review period, the consultant shall coordinate with HCD for the State's review of the Preliminary Housing Element. While no other State agencies are required to review the Housing Element Update, the consultant will coordinate with additional State agencies if necessary. The consultant will coordinate closely with HCD to receive a letter indicating that the updated Housing Element complies with State law. Upon receipt of HCD's comments, if there are any remaining issues identified by the State, the consultant shall prepare proposed revisions and provide them to City staff for review. Throughout this task, the consultant shall be available for (in-person or zoom) meetings with HCD staff and with City staff, as necessary and appropriate in keeping with current COVID-19 protocols.

Following the close of the public and HCD review period, the consultant will revise the Draft Housing Element to address HCD's comments as well as any feedback provided by the community and decision-makers as part of the Community Open House and the workshop with decisionmakers. Prior to release of the Adoption Draft Housing Element, City staff will be provided a screen check draft for review to ensure all comments have been addressed.

#### Task 4.5 Final Housing Element (Adopted)

Following City Council adoption, the consultant will revise the Housing Element to include any revisions directed by the Council. The consultant will update the cover page of the City's General Plan to reflect the adoption date of the Housing Element. This task includes the preparation of a transmittal memo for submission of the Final Housing Element and adopting resolution to HCD for review for certification. The consultant will provide any supporting information requested by HCD during its review.

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#### **Deliverables:**

- One (1) electronic copy in Word and PDF of the Administrative Draft Housing Element, Screen check Draft Housing Element, Screen check Adoption Draft Housing Element for City staff review.
- One (1) reproducible copy and one (1) electronic copy of the Draft Housing Element for the City and one (1) bound copy and one (1) electronic copy for HCD of the Draft Housing Element.
- Ten (10) bound copies, one (1) reproducible copy and one (1) electronic copy of the Adoption Draft Housing Element for review by the public, Planning Commission (5), and City Council(5); and
- One (1) electronic copy of the Final Housing Element and one (1) bound copy and one electronic copy for submission to HCD.

#### TASK 5 CEQA COMPLIANCE STRATEGY

The consultant will prepare documentation to satisfy the California Environmental Quality Act (CEQA). This task also includes consultation with Native American tribes through the SB 18 and AB 52 notification and consultation processes. The City will lead the consultation process with the assistance of consultant.

#### **IV.** Other Requirements

**Minimum Qualifications of Personnel -** The Consultant shall meet the appropriate minimum qualifications as required by applicable City and State statues to perform the duties and tasks listed herein.

**Materials to be provided by the Agency** - The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule proposed by the Consultant and the cost estimate outlined in the contract. Materials (if deemed applicable, necessary, and when available from the City) that may be furnished or made available by the City and where listed in the contract, are for the Consultant's use only, shall be returned at the end of the contract.

**Conflict of Interest Requirements** - The Consultant shall identify any potential conflicts of interest and provide mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

If a Consultant discovers a conflict during the execution of the contract, the Consultant must immediately notify the City of Gonzales regarding the conflicts of interest. The City may terminate the contract involving the conflict of interest, and failure by the Consultant to notify the City may also be grounds for termination of the contract.

#### **General Information**

- All information in the proposal should be organized and presented in a clear and concise format. Accuracy and completeness are essential. The successful response may be incorporated into a contract as an exhibit.
- The City reserves the right to reject any and/or all proposals, to waive any informality or minor defects in the proposals received, and to request or negotiate modifications to a proposal, if it is in the City's interest to do so.
- Proposals that offer no response or a response "to be determined" to any item may be deemed "non-responsive" and rejected.
- The City is not liable for any costs incurred by Consultant in preparing proposals in response to this RFP.
- All deliverables will become the property of the City of Gonzales.
- The successful Consultant must be an Equal Opportunity Employer.

#### **Proposal Content and Format Requirements**

Proposals shall be provided on 8.5" x 11" paper format and should be considerate of the document size being submitted as not being overly thick. (No hard page limit given here, but concise packages are appreciated.) Packages must include, but are not limited to, the following:

- 1. Statement of Qualifications:
  - a. Provide a clear and concise response as to why the City of Gonzales should select your firm for this work.
  - b. Provide a brief description of similar housing element update projects successfully completed by the Consultant in the past three to five years and the results of that work. Include the name and telephone number of a contact person for each client who can verify the information provided.
  - c. Describe your firm's experience with designing and utilizing a public participation process to conduct a housing element update.
- 2. Consultant and Sub-Consultant Personnel Experience:
  - a. Name and contact information of project manager. Provide resume and experience record of project manager. Identify the housing element update projects from the Statement of Qualifications that the project manager has worked on and describe their role with the project(s).
  - b. Flow chart of team personnel who will be assigned to perform substantial amounts of work on this project, and the role of each.
  - c. Provide a resume and experience record for each person, including years of experience, education, and anticipated amount of time each will work on this project, and the location of each person.
  - d. Names and addresses of any outside consultants or associates proposed to be involved with this project.
  - e. Include each proposed sub-consultant's experience and qualifications as described above for the Consultant's personnel experience.

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#### 3. Budget Proposal:

- a. Itemized costs for the elements listed in Scope of Services.
- b. Hourly rates of team members.
- c. Costs for travel, meals, and lodging (for consultants traveling from outside the San Francisco Bay Area).
- d. If additional items beyond those outlined in this RFP are incorporated in the proposal, the estimated budget shall list those items separately with a full explanation of why the items are necessary.
- e. Provide a fee schedule for supplemental charges that may be charged for additional unforeseen or optional work tasks, if such services should be required through a future contract addendum, such as: fees for conducting additional public meetings, additional meetings with City staff, additional stakeholder/community meetings, and additional iterations of design samples, etc.

Activity	Date
RFP Issued	July 1, 2022
A Preproposal Meeting	July 12, 2022 @ 10:30 am (Via Zoom)
Deadline for submitting questions	July 15, 2022
Deadline for submitting proposals	July 25, 2022 by 5 p.m.
Interviews (City option to convene, or not)	August 8, 2022
Anticipated award date	August 15, 2022 (City Council 6:00 pm)
Proposed start date / Kick-off Meeting	August 24, 2022

#### **Key Dates**

#### V. Evaluations and Selection Process

#### Evaluation

#### Initial Evaluation

Proposals received will undergo an initial review to determine compliance with the proposal submittal deadline and proposal contents.

#### Evaluation Criteria

Proposals that satisfy the initial evaluation will be further evaluated based on the following criteria:

- A. Project Management
  - a. Demonstrable success delivering similar projects within scope, according to schedule, and within budget
  - b. Firm and personnel qualifications
  - c. References of project manager, lead designer, and other key team members
  - d. Location as it relates to provision of services

#### B. Experience

a. Experience conducting housing element updates

- b. Strong understanding of the requirements to obtain HCD housing element certification
- c. Experience receiving community input at public meetings and incorporating the input into housing element update and other policy documents
- C. Execution of Scope of Work
  - a. Understanding of the scope of work to be performed
  - b. Response to project goals and scope of work
  - c. Deliverables, methods, and procedures
  - d. Budget and completion schedule

#### **Selection Process**

A committee comprised of City staff will review all submitted proposals. The City reserves the right to award the contract solely upon the Consultant's submitted proposal and reserves the right to request oral interviews with selected firms to allow for clarification and expansion upon the written responses. If interviews are conducted, a maximum of three (3) firms will be selected for interviews. Selected firms will be notified by the City of the date, time, and place for their interviews and any other pertinent information. The project manager and key staff must present at the interview. Virtual meetings by computer may be called for.

Shortly after the last interview, the committee will rank the firms based on the Evaluation Criteria, fee, and performance at the interview. City staff will then attempt to negotiate an agreement with the top-ranked firm. If no agreement can be reached with the top-ranked firm, that firm will be dismissed, and staff will proceed with discussions with the second-ranked firm. This process may be repeated until an agreement can be negotiated that is satisfactory to both parties.

#### Price

In the event two or more responses are technically equivalent, the award may be made to the lowerpriced proposal. The award may also be made to a higher-priced proposal if the City determines the higher price is justified due to technical merit.

#### **Contract Implementation**

Upon award notification and prior to final contract approval, the successful Consultant will be required to submit:

- Proof of insurance, as specified in the attached Consultant Services Agreement
- A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
- Proof of a current City of Gonzales business license.

#### **Period of Performance**

At the next available meeting date following contract negotiations, the agreement will be presented to the City Council for approval. (August 15, 2022, target). If approved, performance will begin immediately following execution of contract agreement and will run through the completion of contract scope.

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#### VI. Submission Instructions

A digital copy of the proposal must be received by the City of Gonzales no later than 5:00 p.m. PST on Monday, July 25, 2022. The digital submittal shall be emailed to Taven M. Kinison Brown <u>tkinisonbrown@ci.gonzales.ca.us</u> with the RFP name and Consultant name clearly shown in the email title. Late proposals will not be considered. Respondents take full responsibility for the City's receipt of the proposal. The City is not responsible for emails not received. All proposals and attached documents become the property of the City of Gonzales.

Proposals should be submitted to:

The City of Gonzales Community Development Department Attn: Taven M. Kinison Brown <u>tkinisonbrown@ci.gonzales.ca.us</u>

Questions or concerns regarding any aspect of this RFP shall be forwarded via e-mail to Taven M. Kinison Brown <u>tkinisonbrown@ci.gonzales.ca.us</u> so that they can be addressed in writing prior to the deadline for proposals. Questions and answers will be shared by the Community Development director in an email that will include all interested parties. E-mail notifications and City responses are provided as a convenience only. It is the responsibility of the Consultant to complete a full and informed response to this RFP.

#### **BACKGROUND DOCUMENTS**

#### **City of Gonzales:**

The following documents provide both general and site-specific information that should be reviewed when preparing proposals:

- City of Gonzales 2010 General Plan (Revised June 2018)
  - o https://gonzalesca.gov/government/information-center/general-plan
- Zoning Map
  - Chrome-

extension://efaidnbmnnnibpcajpcglclefindmkaj/https://gonzalesca.gov/sites/default/files/2 019-03/Gonzales%20Zoning%20Map%20Diagram\_1.pdf

- Zoning Code
  - o https://www.codepublishing.com/CA/Gonzales/#!/Gonzales12/Gonzales12.html

#### ATTACHMENTS

Attachment A - Consultant Services Agreement Template



City of Gonzales

# PUBLIC WORKS / CITY ENGINEER DEPARTMENT

# STAFF REPORT

**TO:** Honorable Mayor Rios and City Council

**DATE:** September 6, 2022

**FROM:** Patrick Dobbins, Public Works Director/City Engineer

THROUGH: Patrick Dobbins, Acting City Manager

**SUBJECT:** Community Center Tree Removal

#### RECOMMENDATION

Receive a presentation from City staff on issuance of a bid document for Tree Removal for the Community Center Complex site, and provide staff with any feedback.

#### BACKGROUND

The Community Center Complex will be constructed on a city-owned parcel just east of Fairview Middle School and will comprise of the following elements:

- 1. A Community Center, with a large multi-purpose room, indoor/outdoor stage, flexible meeting rooms, restrooms, offices, and a teaching or catering kitchen
- 2. Monterey County branch library relocated from the Gonzales Shopping Center
- 3. A Teen Innovation Center.
- 4. On-site parking, landscaping, and areas for outdoor activities

The first field activity related to site preparation for the project is removal of the existing trees. From the CEQA/NEPA documents prepared for the project, to reduce impacts to nesting birds, the trees should be removed between September 15 and January 15. In advance of the tree removal, a qualified biologist will conduct a habitat assessment as required by the CEQA/NEPA document.

#### **REVIEW AND ANALYSIS**

City staff with support from Swinerton Management & Consulting prepared a bid document to remove the existing trees on the project site. The bid document was issued on August 25 and the expected schedule is in the below table:

Schedule	Date
Issue for Public Bid	8/25/2022
Bid Opening at City Hall at 2:00PM	9/21/2022
Award Construction Contract at City Council Meeting	10/03/2022
Construction Contract Executed	10/07/2022
Preconstruction Meeting / Notice to Proceed	10/13/2022
Contractor Mobilization	10/18/2022
Complete Tree Removal work (25 working days)	11/22/2022

The cost for this contract is expected to be in the range of \$175,000 to \$225,000.

The trees will be replaced as part of the landscaping work when the Community Center Complex is constructed.

Explain Recommendation and How it Supports the Vision

# Gonzales will continue to be a safe, clean, family-friendly community, diverse in its heritage, and committed to working collaboratively to preserve and retain its small town charm.

**Explain:** Constructing a Community Center will provide residents with a facility for a wide variety of public and private functions, recreation programs and other activities which will enhance the quality of life of Gonzales residents.

#### Explain how the Recommendation Directly Implements the Mission

*The City Council and Staff of the City of Gonzales will realize our Vision by providing the leadership, commitment, and resources necessary to provide excellent services that enhance the quality of life of our diverse community.* <u>X</u>Yes <u>NO</u>NA

#### Explain: Please see explanation above for the Mission.

*City services will be delivered in a cost-effective, respectful, and friendly manner to insure the safety and well-being of the residents and the promotion of business, recreational, housing and employment opportunities in an environmentally sustainable manner.* <u>X</u> Yes <u>N/A</u>

#### Explain: See Vision explanation above

Strong fiscal policies allow us to provide appropriate infrastructure for:

Public Safety Yes X No	N/A
------------------------	-----

- Housing Yes X No N/A
- *Recreation* X Yes No N/A
- Environment X Yes No N/A
- Education X Yes No N/A

**Explain:** See Vision explanation above.

#### **ALTERNATIVES**

The City Council can direct staff to cancel or postpone the bid issuance for the Tree Removal Contract until a later date. Staff does not recommend this due to the limited window for tree removal work due to potential for nesting birds.

#### **BUDGET IMPACT**

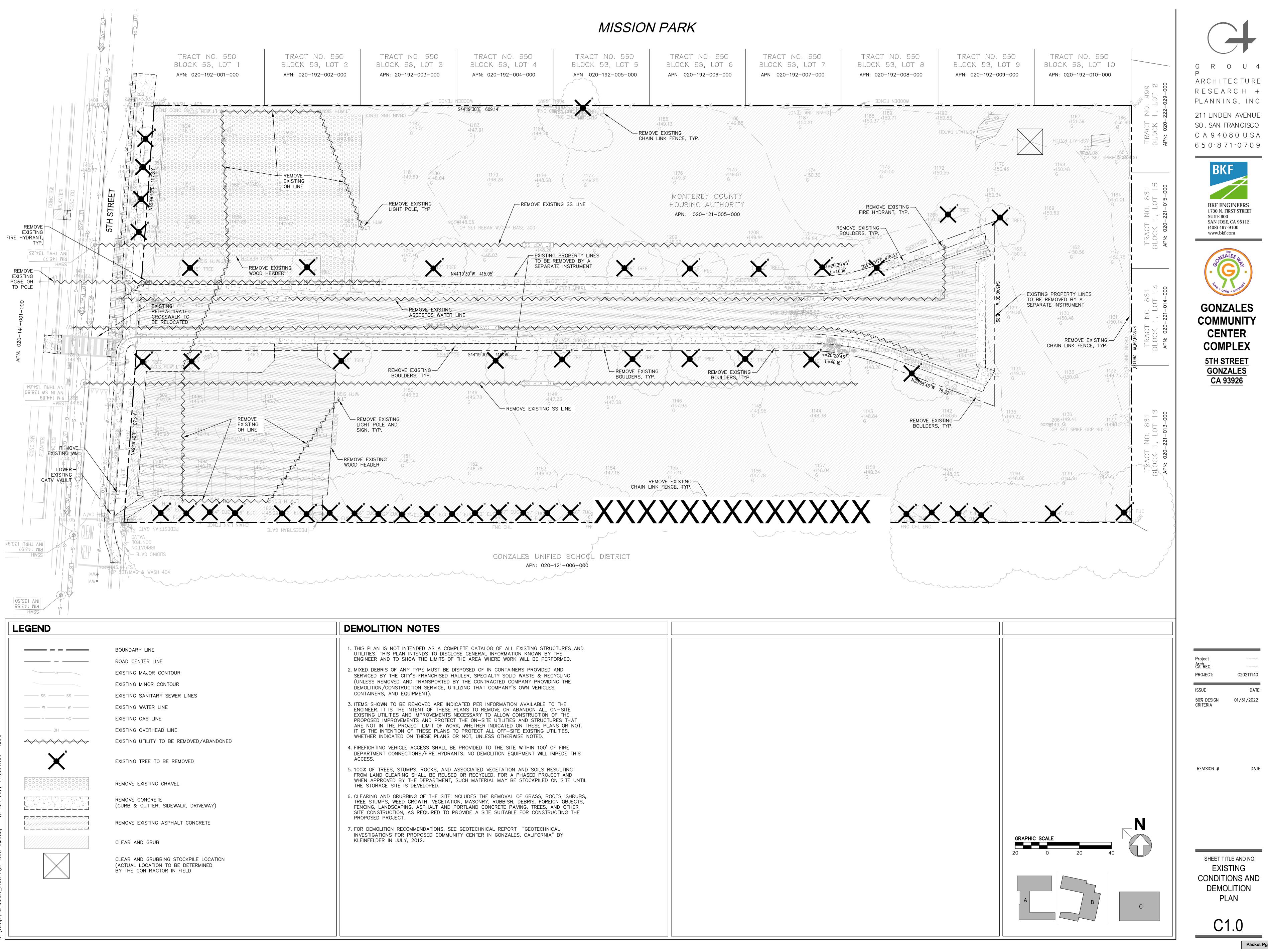
There is no budget impact related to this staff report.

#### **CONCLUSION**

Receive a presentation from City staff on issuance of a bid document for Tree Removal for the Community Center Complex site, and provide staff with any feedback.

#### Attachments:

1. Gonzales Tree and Stump Removal sheet



1. THIS PLAN IS NOT INTENDED AS A COMPLETE CATALOG OF ALL EXISTING STRUCTURES AND UTILITIES. THIS PLAN INTENDS TO DISCLOSE GENERAL INFORMATION KNOWN BY THE ENGINEER AND TO SHOW THE LIMITS OF THE AREA WHERE WORK WILL BE PERFORMED.	
2. MIXED DEBRIS OF ANY TYPE MUST BE DISPOSED OF IN CONTAINERS PROVIDED AND SERVICED BY THE CITY'S FRANCHISED HAULER, SPECIALTY SOLID WASTE & RECYCLING (UNLESS REMOVED AND TRANSPORTED BY THE CONTRACTED COMPANY PROVIDING THE DEMOLITION/CONSTRUCTION SERVICE, UTILIZING THAT COMPANY'S OWN VEHICLES, CONTAINERS, AND EQUIPMENT).	
3. ITEMS SHOWN TO BE REMOVED ARE INDICATED PER INFORMATION AVAILABLE TO THE ENGINEER. IT IS THE INTENT OF THESE PLANS TO REMOVE OR ABANDON ALL ON-SITE EXISTING UTILITIES AND IMPROVEMENTS NECESSARY TO ALLOW CONSTRUCTION OF THE PROPOSED IMPROVEMENTS AND PROTECT THE ON-SITE UTILITIES AND STRUCTURES THAT ARE NOT IN THE PROJECT LIMIT OF WORK, WHETHER INDICATED ON THESE PLANS OR NOT. IT IS THE INTENTION OF THESE PLANS TO PROTECT ALL OFF-SITE EXISTING UTILITIES, WHETHER INDICATED ON THESE PLANS OR NOT, UNLESS OTHERWISE NOTED.	
4. FIREFIGHTING VEHICLE ACCESS SHALL BE PROVIDED TO THE SITE WITHIN 100' OF FIRE DEPARTMENT CONNECTIONS/FIRE HYDRANTS. NO DEMOLITION EQUIPMENT WILL IMPEDE THIS ACCESS.	
5. 100% OF TREES, STUMPS, ROCKS, AND ASSOCIATED VEGETATION AND SOILS RESULTING FROM LAND CLEARING SHALL BE REUSED OR RECYCLED. FOR A PHASED PROJECT AND WHEN APPROVED BY THE DEPARTMENT, SUCH MATERIAL MAY BE STOCKPILED ON SITE UNTIL THE STORAGE SITE IS DEVELOPED.	
6. CLEARING AND GRUBBING OF THE SITE INCLUDES THE REMOVAL OF GRASS, ROOTS, SHRUBS, TREE STUMPS, WEED GROWTH, VEGETATION, MASONRY, RUBBISH, DEBRIS, FOREIGN OBJECTS, FENCING, LANDSCAPING, ASPHALT AND PORTLAND CONCRETE PAVING, TREES, AND OTHER SITE CONSTRUCTION, AS REQUIRED TO PROVIDE A SITE SUITABLE FOR CONSTRUCTING THE PROPOSED PROJECT.	
7. FOR DEMOLITION RECOMMENDATIONS, SEE GEOTECHNICAL REPORT "GEOTECHNICAL INVESTIGATIONS FOR PROPOSED COMMUNITY CENTER IN GONZALES, CALIFORNIA" BY KLEINFELDER IN JULY, 2012.	