



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

AGENDA TITLE: Approve One Year Extension with Harris & Associates for City Engineering Services

MEETING DATE: May 15, 2018

DEPARTMENT HEAD: City Manager

RECOMMENDED ACTION: Approve a One-Year Contract Extension with Harris & Associates for City Engineering Services with a maximum not-to-exceed limit of \$500,000.

BACKGROUND INFORMATION: The City entered into a contract with Harris & Associates to provide City Engineer services at the November 7, 2017 Meeting. The selection process consisted of three firms submitting Statement of Qualifications and Harris & Associates was the top-ranked firm. The initial term of the contract was for \$200,000 and expires on June 30, 2018.

Harris & Associates' Scope of Services under this contract includes:

1. Development Coordination
 - a. Subdivision inspection and oversight
 - b. Pre-application review and support
 - c. Single Lot development review
 - d. Mitigation and monitoring of compliance with development conditions
 - e. Improvement Plan and Map Review
2. Capital Improvement Project Development and Delivery
 - a. Water System upgrades
 - i. New Wells 5 and 6
 - ii. Telemetry upgrades
 - b. Sewer Plant improvements including sludge removal
 - c. Street pavement rehabilitation projects
 - i. Pavement Management Program
 - d. Building and parks projects
 - e. Procurement of Specialty Consultants
3. Utility Mapping and Planning
 - a. Coordinating with San Benito County for GIS mapping
4. Assessment District Engineering (current and planned districts)
5. Meetings with City staff and Inter-Agency Coordination

Harris & Associates staff have provided very good and responsive service over the last seven months. They have adjusted their staffing levels to respond to the city's needs and requests. Their staff live in the area and are based in their Salinas office.

The current contract has a termination date of June 30, 2018. Staff recommends extending their contract to June 30, 2019 with a maximum not-to-exceed limit of \$500,000.

FISCAL IMPACT: The costs for contract city engineering will be included in the FY2018/19 budget. Most of the services are funded by developer fees and deposits and programmed capital project funding (ie, water, sewer or roadway funds)

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING AN EXTENSION TO THE AGREEMENT BETWEEN THE CITY AND HARRIS AND ASSOCIATES FOR ENGINEERING SERVICES

RECITAL

A. On November 7, 2017, the City Council of the City of San Juan Bautista approved an agreement with Harris and Associates for Engineering Services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. The Agreement is hereby extended until June 30, 2019 with a maximum not-to-exceed limit of \$500,000, and the City Manager is authorized to execute the Agreement on behalf of the City.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council held on May 15, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Jim West, Mayor

Mackenzie Quaid, City Clerk

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

THIS AGREEMENT is made and entered into on November 8, 2017, by and between the City of San Juan Bautista, a California general law city, hereinafter referred to as the "City," and Harris & Associates, Inc., a California corporation hereinafter referred to as the "Consultant." City and Consultant are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Consultant to perform City Engineering services including:
- Develop and manage capital improvement program
 - Design improvement projects
 - Develop master plans (water, sewer, etc.)
 - Coordinate land development projects including improvement plan/map reviews and construction management/inspection
 - Inter-agency coordination
- B. Consultant agrees it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Consultant to provide such services.

Terms and Conditions

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

1. Scope of Work.

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

(b) All work performed under this Agreement shall be authorized in advance and in writing by a specific Task Order prior to the commencement of services. Each Task Order given by the City shall describe the nature of the specific task or service to be performed by the Consultant, the time limit or estimated number of hours within which such task or service must be completed and the compensation for such task or service. Details shall include a description of the task or service which Consultant shall perform, the geographic limits, if any, the type and scope of task or services to be performed, the format and schedule for deliverables, the schedule of performance, and the schedule of compensation. Consultant shall not perform any task or service unless authorized by a fully executed Task Order. Consultant shall advise the Administrator (See 5(a)).in writing immediately of any anticipated change in any task or service, fee or time schedule, and shall obtain the Administrator's prior written consent to the change prior to

making any changes. In no event shall the Administrator's consent be construed to relieve the Consultant from its duty to render all services or perform all tasks in accordance with applicable law and accepted industry standards.

(c) Consultant shall begin work under the Task Order only after receipt of the Task Order bearing the approval signature of the City Manager. Each authorized Task Order issued under this Agreement by City shall be incorporated by reference as an integral part of Exhibit A and into the terms and conditions of this Agreement.

(d) The City's Administrator may, without invalidating this Agreement, order changes in any tasks or service to be performed pursuant to a Task Order by altering, adding to or deducting from the task or services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such change causes an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the tasks or services, the Consultant shall so notify the Administrator. If appropriate an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be pre-approved by the parties in writing; with the City's approval coming from the Administrator.

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

(f) If services under this Agreement are to be performed by a design professional, as that term is defined in California Civil Code §2782.8(b)(2), design professional agrees that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in Section 1(a). By delivery of completed work, design professional agrees that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws, and the professional standard of care in California.

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on June 30, 2018 unless extended by amendment or terminated earlier as provided herein. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) Consultant shall commence work on the Project on the date of full execution of the Agreement or upon the date Consultant's insurance is approved by the City, whichever is later. This Agreement may be extended upon written agreement of both parties. Consultant may be required to prepare a written schedule for the work to be performed, which schedule shall be approved by the City and made a part of Exhibit A, and to perform the work in accordance with the approved schedule.

3. Compensation.

(a) City liability for compensation to Consultant under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Consultant in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) for the in accordance with the provisions of this Section and the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference.

(b) The City will pay the Consultant under Task Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate in Exhibit B applies to all Task Orders.

(c) This Agreement is for Consultant to perform "on call" services or tasks and as such it is a standby Agreement to assign work to the Contractor from time-to-time as needed and as appropriate. There is no minimum compensation for this engagement or for any work assigned pursuant to this On-Call Agreement and no guarantee that any work will be assigned to Contractor during its term.

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

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

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

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

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

4. Termination or Suspension.

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

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

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

(d) If termination for default is effected by the Consultant or if termination for convenience is effected by the City, the equitable adjustment shall include a reasonable

profit for services or other work performed. The equitable adjustment for termination shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Consultant relating to written commitments that were executed prior to the termination.

5. Administrator, Project Manager & Key Personnel.

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

(b) Consultant designates Patrick M. Dobbins as its Project Manager who shall coordinate all phases of the Project. The Project manager shall be available to City at all reasonable times during the Agreement term.

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

- John Fair, Senior Project Manager
- Patrick Dobbins, Program Manager

6. Delegation of Work.

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

(b) If the work hereunder is performed by a design professional, design professional shall be directly involved with performing the work or shall work through his, her or its employees. The design professional's responsibilities under this Agreement shall not be delegated. The design professional shall be responsible to the City for acts, errors or omissions of his, her or its sub-consultant. Negligence of sub-consultants or agents retained by the design professional is conclusively deemed to be the negligence of the design professional if not adequately corrected by the design professional. Use of the term sub-consultant in any other provision of this Agreement shall not be construed to imply authorization for a design professional to use sub-consultants for performance of any professional service under this Agreement.

(c) The City is an intended beneficiary of any work performed by a sub-consultant for purposes of establishing a duty of care between the sub-consultant and the City.

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

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

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

10. **Conflict of Interest.**

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

appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. Consultant shall represent the interests of the City in discussion or negotiation with an architect, engineer, contractor, developer or surety and may not accept compensation, commission or payment of any type from such party.

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

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

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

12. Non-Discrimination.

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

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

13. Indemnification.

(a) Other than in the performance of design professional services by a design professional, which shall be solely as addressed by subsection (b) below, and to the full extent permitted by law, Consultant shall (1) immediately defend (with independent counsel reasonably acceptable to the City) and (2) indemnify the City, its Council, boards, commissions, employees, officials and agents (collectively "Indemnified Parties" or in the singular "Indemnified Party") from and against all liabilities arising out of or resulting from Consultant's performance of services under this contract, or any negligent or wrongful act or omission of the Consultant or Consultant's officers, employees, agents or sub-consultants. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines and judgments,

associated investigation and administrative expenses; defense costs including but not limited to reasonable attorney's fees; court costs; expert witness fees; and costs of alternate dispute resolution ("Liabilities"). The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify and Consultant shall be obligated to defend in all legal, equitable, administrative or special proceedings upon tender to the Consultant, whether or not liability is established, and the obligation extends through final judgment including exhaustion of any appeal. The Consultant's obligation to indemnify applies unless it is finally determined that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally determined that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

(b) To the fullest extent permitted by law (including without limitation California Civil Code Section 2782.8 as in effect at any given time), when the services to be provided under this Agreement by Consultant are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8(c)(2), the design professional shall indemnify, protect and hold harmless any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or such negligence, recklessness or willful misconduct of an officer, employee, agent or sub-consultant or subcontractor of the design professional. Design professional shall not have an immediate duty to defend an Indemnified Party, however, design professional's obligation to indemnify (including reimbursing the cost to defend) and hold the Indemnified Parties harmless applies unless it is finally determined that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally determined that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party the design professional's indemnification obligation shall be reduced in proportion to the established comparative liability. Within 30 days following Design Professional's receipt of a properly presented written invoice Design Profession shall reimburse the Indemnified Party for the cost of reasonable attorney's fees and defense costs incurred by the Indemnified Party to the same extent of design professional's indemnity obligation herein. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

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

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Consultant has agreed to provide a defense to any Indemnified Party, as provided above, Consultant, upon notice from the City, shall defend any Indemnified Party at Consultant's expense by independent counsel reasonably acceptable to the City. Unless otherwise provided above, an Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. Consultant may submit a claim to the City for reasonable defense costs (including attorney and expert fees) incurred in providing a defense of any Indemnified Party to the extent such defense costs arise, under principals of comparative fault from the Indemnified Party's active negligence, recklessness or willful misconduct.

(e) The review, acceptance or approval of the Consultant's work or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This obligation to indemnify and defend City, as set forth herein, is binding on the successors, assigns, or heirs of Consultant and shall survive the completion of the services or the termination of this Agreement or this Section.

14. Insurance.

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

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

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

(d) The required coverage and limits are subject to availability on the open market at reasonable cost as determined by the City. Non availability or non affordability must be documented by a letter from Consultant's insurance broker or agency indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each. Within the foregoing constraints, Consultant's failure to procure or maintain required insurance

during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premium in connection therewith and recover all monies so paid from Consultant.

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

15. Independent Contractor. The parties agree that Consultant, its officers, employees and agents, if any, shall be independent contractors with regard to the providing of services under this Agreement, and that Consultant's employees or agents shall not be considered to be employees or agents of the City for any purpose and will not be entitled to any of the benefits City provides for its employees. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for work or services provided under this Agreement.

16. Claims for Labor and Materials. Consultant shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement, so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

17. Discounts. Consultant agrees to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payment made under this Agreement which meet the discount terms.

18. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

19. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter shall be submitted for formal mediation to a mediator selected mutually by the parties. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty days after issuance of the arbitrator's written decision, any party files an action in court. Venue and jurisdiction for any such action between the parties shall lie in the Superior Court for the County of Monterey.

20. Compliance with Laws.

(a) Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be governed by, enforced and interpreted under the laws of the State of California. Consultant shall comply with new, amended or revised laws, regulations or procedures that apply to the performance of this Agreement.

(b) If the Project is a "public work," or prevailing wages are otherwise required, Consultant shall comply with all provision of California Labor Code section 1720 *et seq.*, (including but not necessarily limited to Labor Code §§1720-1743, 1170 to 1780, 1810 to 1815, 1860 and 1861, which provisions are specifically incorporated herein by reference as though set forth in their entirety) as applicable, and laws dealing with prevailing wages, apprentices and hours of work.

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

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

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

To City: City Manager
 City of San Juan Bautista
 311 2nd Street
 San Juan Bautista, California 95045

To Consultant: Risk Manager
 Harris & Associates
 1401 Willow Pass Road, Suite 500
 Concord, CA 94520

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

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

24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Consultant nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Consultant's or the City's control. Such causes include but are not limited to: strike, fire, flood, civil disorder, act of God or of the public enemy, act of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemic, quarantine restriction, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment
27. **Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
30. **Construction, References, Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
33. **Time.** Time is of the essence in this contract.

34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

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

CITY OF SAN JUAN BAUTISTA

By: [Signature]
Name: J. Edward Tenes
Its: Interim City Manager
Date: 1-11-18

HARRIS & ASSOCIATES, INC.

By: [Signature]
Name: PATRICK DOBINS
Its: ENGINEERING DIRECTOR
Date: 1/10/18

Attest: (Pursuant to Reso: 2017_ - _____)

By: [Signature]
City Clerk

Approved as to form:

By: [Signature]
City Attorney

EXHIBIT A

Section 1 (a)

- SCOPE OF WORK -

Consultant's efforts shall be provided through Task Orders as approved by the City. Task orders shall include a scope of work, estimated fee and schedule for completion.

Areas of work projects:

- City Engineering
- Civil Design Services on Capital Improvement Projects
- Construction Management
- Program Management
- Coordinate, Manage and Inspect Private Development Projects
- Financial Engineering

EXHIBIT B
Section 3 (a)

- FEE SCHEDULE -

Effective November 1, 2017 – December 31, 2018

Key Staff	Hourly Rate
Patrick Dobbins, Program Manager	\$230
John Fair, Senior Project Manager	\$205

ENGINEERING SERVICES

HOURLY RATE

Project Directors and Program Managers	\$190-240
Senior Project Managers	170-215
Project Managers	150-200
Project Engineers	135-180
Engineering Technicians	100-150
Administration	75-100
Interns	35-50

CONSTRUCTION MANAGEMENT

HOURLY RATE

Construction Managers	\$150-220
Assistant Construction Managers	135-175
Inspectors (prevailing wage rate)*	135-170
Inspectors (non-prevailing wage rate)	125-150
Schedulers	135-165
Administration	75-125

Notes: Unless otherwise indicated in the cost proposal, our hourly rates include typical direct costs such as travel, equipment, vehicles, computers, communications and reproductions (except large quantities such as construction documents for bidding purposes).

*Inspectors are subject to the Prevailing Wage Rates established by the California Department of Industrial Relations while performing field duties on publicly funded projects.

Sub-consultant and vendor charges are subject to a 10% markup.

Exhibit C - Insurance

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

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

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

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

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

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

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

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

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

Errors and Omissions/Professional Liability. Errors and Omissions or professional liability coverage appropriate to Consultant's profession, in a form and amount approved by the City Attorney and Risk Manager. Consultant shall maintain such insurance for a period of five years following completion of the Agreement. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) per claim and in annual aggregate. Design professionals shall maintain such insurance in place until the expiration of this Agreement.

Consultant and City further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF SAN JUAN BAUTISTA
CITY COUNCIL REGULAR MEETING
FEBRUARY 20, 2018
DRAFT MINUTES**

1. CALL TO ORDER – Mayor Jim West called the meeting to order at 6:00 p.m.

A. PLEDGE OF ALLEGIANCE – Council Member Martorana led the pledge of allegiance.

B. ROLL CALL **Present:** Mayor West, Vice Mayor Freeman, Council Members Boch and Martorana.

Council Member DeVries arrived at 6:07 p.m.

p

Staff Present: Interim City Manager Tewes, City Attorney Mall, Deputy City Clerk Paetz

2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Ray Stevenson suggested speed bumps be installed on Washington street between Lang and Fourth Streets to slow down speeding traffic, and conducted a speed survey together with his children. Ruben Lopez voiced concerned with city water quality, the directional flow of traffic into the Windmill Market complex, meetings at the Community Hall, and loss of events at the old rodeo grounds at the Mission. Jackie Morris voiced concern with traffic on Mission Street and suggested making the street one-way.

3. CONSENT ITEMS

A. Approve Affidavit of Posting Agenda

B. Approve Affidavit of Posting Public Hearing Notice

C. Approve Resolution 2018-05 for Street Closure for Easter Parade

D. Approve Minutes for December 19, 2017 Meeting

E. Approve Minutes for January 16, 2018 Meeting

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

A motion was made by Council Member Boch and seconded by Council Member Martorana to approve all items on the consent agenda. The motion passed unanimously, 5-0.

4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS

A. Treasurer's Report

City Treasurer Geiger presented the Treasurer's Report. Interim City Manager Tewes provided the Finance Committee's report on moving funds into LAIF.

B. Monthly Construction Progress Report

A report was provided by Harris and Associates. There was discussion about an obstruction in the stream bed.

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

Council members provided highlights from the meetings where they represent the City.

D. Strategic Plan Committee Report

Vice Mayor Freeman provided a report. There were no public comments.

5. PUBLIC HEARING ITEMS**A. Consider Updating Planning Department Application Fees and Certain Development Impact Fees**

City Planner James Walgren provided a report. Vice Mayor Freeman was concerned with codes for seismic safety. Council Member Boch was concerned whether a nexus was used to determine the fees. Mayor West opened the public hearing. No public comments were received. Mayor West closed the public hearing.

A motion was made by Council Member Boch and seconded by Vice Mayor Freeman to approve Resolution 2018-06 setting planning application fees. The motion passed unanimously, 5-0.

6. ACTION ITEMS**A. Consider Increasing the Fiscal Year 2018 Budget for the Cost of Mailing Parks Locator Cards Sponsored by REACH**

Staff provided a report. Valerie Eglund of REACH was present. There was no public comment received.

A motion was made by Council Member Martorana and seconded by Council Member DeVries to amend the fiscal year 2018 budget by \$500 to pay for costs to mail parks locator cards to addresses in the 95045 zip code. The motion passed unanimously, 5-0.

B. Consider a Resolution Supporting SB5, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018

Staff provided a report. During public comment, Mandisa Snodey announced the Parks Master Plan meetings were in progress. Jolene Cosio was concerned with how funds are derived.

A motion was made by Council Member Martorana and seconded by Council Member Boch to adopt Resolution 2018-07 supporting SB5, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018. The motion passed unanimously, 5-0.

C. Introduction of an Ordinance Correcting Article 1, Section 3-5-160 of the Municipal Code Regarding Sewer and Water Rates

Staff provided a report, stating this is a correction to an ordinance. There was no public comment received.

A motion was made by Council Member Boch and seconded by Council Member Martorana to introduce an Ordinance Correcting Article 1, Section 3-5-160 of the Municipal Code regarding sewer and water rates. The motion passed unanimously, 5-0.

D. Consider Adoption of an Urgency Ordinance Reauthorizing the Collection of a Fee to Support Public, Educational, and Governmental ("PEG") Channel Facilities Within the City

City Attorney Mall provided a report, stating the urgency ordinance is only good for 40 days. There was no public comment received.

A motion was made by Council Member Martorana and seconded by Council Member DeVries to adopt Ordinance 2018-01 Reauthorizing the Collection of a Fee to Support Public, Educational, and Governmental ("PEG") Channel Facilities Within the City. The motion passed unanimously, 5-0.

E. Consider Introduction of an Ordinance Adding Chapter 5-20-18 to the Municipal Code Reauthorizing the Collection of a Fee to Support Public, Educational, and Governmental ("PEG") Channel Facilities Within the City

City Attorney Mall provided a report, stating this ordinance would go into effect after the urgency ordinance is no longer in effect.

A motion was made by Council Member Martorana and seconded by Council Member DeVries to Introduce an Ordinance Reauthorizing the Collection of a Fee to Support Public, Educational, and Governmental ("PEG") Channel Facilities Within the City. The motion passed unanimously, 5-0.

Whereupon, Council took a five minute recess at 7:18 p.m.

F. Consider Extending American Cell Tower Lease

Interim City Manager Tewes presented a report. Council Member DeVries wanted a camouflaged cell tower. Vice Mayor Freeman commented that technology could switch up in five years. Council Member Martorana directed staff to see if there are options. During public comment, Jolene Cosio was concerned whether ATC can take down or add another tower. Jackie Morris was concerned with cell phone service.

A motion was made by Council Member DeVries and seconded by Council Member Martorana to instruct the city manager to re-open negotiations with the cell tower company. The motion passed unanimously, 5-0.

G. Consider Changes to Planning Commissioner Selection Process Ordinance 2-3-110 and Provide Direction to Staff

Council Member Freeman addressed this item. There was discussion amongst Council. During public comment Jolene Cosio, Dave Medeiros, Ruben Lopez and Jackie Morris spoke in support.

A motion was made by Council Member DeVries and seconded by Council Member Martorana to instruct staff to make changes to the ordinance that address their concerns. The motion passed unanimously, 5-0.

H. Hearing for Removal of John Hopper from the Planning Commission with Cause

John Hopper was not present. City Attorney Mall explained the process. During public comment, Jolene Cosio, Reuben Lopez, and Mandisa Snodey spoke in support.

A motion was made by Vice Mayor Freeman and seconded by Council Member DeVries to table this item until a council member puts it back on the agenda. The motion passed 3-2-0-0 with Council Members Boch and Martorana voting against.

7. DISCUSSION ITEMS

A. Update on old Waste Franchise Renewal

Interim City Manager Tewes provided a report. There was no public comment.

B. Code of Conduct – Subcommittee Report

Council Member Martorana reported, and stated the title has been changed to “code of ethics.” There was discussion.

8. COMMENTS

A. City Council

Council Member Freeman asked that electric vehicle charging stations be placed on the agenda for discussion next month.

B. City Manager/Community Development Director

No comments were received.

C. City Attorney

No comments were received.

9. Closed Session

Conference with Real Property Negotiator.

Approximately 0.8 acre portion of APN 002-055-009.

City Negotiator: J. Edward Tewes, Interim City Manager

Property Owner Negotiator: Dale Coke

Under Negotiation: Price and Terms

Pursuant to Government Code Section 54956.8

During public comment Bob Cosio reminded Council of a past deal with George Dias. Jolene Cosio reminded Council of a past deal with Mr. Vacarazza.

Council adjourned to Closed Session with the interim city manager and city attorney at 8:45 p.m.

10. Adjournment

The meeting adjourned in memory of long-time resident Al Horley who passed away earlier this month.

**CITY OF SAN JUAN BAUTISTA
CITY COUNCIL REGULAR MEETING
MARCH 20, 2018
DRAFT MINUTES**

1. CALL TO ORDER – Mayor Jim West called the meeting to order at 6:12 p.m.

A. PLEDGE OF ALLEGIANCE – Mayor West led the pledge of allegiance.

B. ROLL CALL **Present:** Mayor West, Vice Mayor Freeman, Council Members Boch and Martorana.

Absent: Council Member DeVries absent

Staff Present: Interim City Manager Tewes, City Attorney Mall, Deputy City Clerk Paetz

2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Andy Moore brought to Council's attention Prop B, which passed in 1977 and sunsets in 2018, a bond assessed to property owners dealing with water. Money should go towards San Juan Bautista. Interim City Manager Tewes commented he has spoken with the San Benito County Water District and County Counsel. Cara Vonk was concerned with the color of the sound wall for the Copperleaf subdivision. Shawna Freels invited the council to the ribbon cutting for the Historic Walking Tour. Jolene Cosio spoke in support of Council's attention towards the Prop B issue brought up by Andy Moore.

3. CONSENT ITEMS

A. Approve Affidavit of Posting Agenda

B. Approve Minutes for January 30, 2018 Meeting

C. Approve Resolution 2018-08 for Street Closures – Rotary Antique Faire and Historic Walking Trail Ribbon Cutting Ceremony

D. Adopt Ordinance 2018-02 Correcting Article 1, Section 3-5-160 of the Municipal Code Regarding Sewer and Water Rates (Second Reading)

E. Adopt Ordinance 2018-03 Adding Chapter 5-20-1 to the MC Reauthorizing the Collection of a Fee to Support Public, Educational, and Governmental ("PEG") Channel /facilities Within the City (Second reading)

F. Approve Strategic Planning committee Request to Add Darryl Green to the Membership

G. Approve Resolution 2018-09 to Close Union Bank Savings Account and Invest in LAIF

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

A motion was made by Council Member Boch and seconded by Vice Mayor Freeman to approve all items on the consent agenda. The motion passed unanimously, 4-0-0-1, with Council Member DeVries absent.

4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS

A. Presentation by San Juan Committee

Jill Pagaron of the San Juan Committee made a presentation and responded to questions.

B. Treasurer's Report

In City Treasurer Geiger's absence, Interim city Manager Tewes explained the Treasurer's Report and responded to questions regarding the Warrant List.

C. Monthly Construction Progress Report

Council received the report in their packet. There was no public comment.

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

Council members provided highlights from the meetings where they represent the City.

E. Strategic Plan Committee Report

Committee Chairperson Shawna Freels provided a report and stated she would like to present a work plan of items the committee has been working on next month. There were no public comments.

5. DISCUSSION ITEMS

A. Provide Input to the Cannabis Subcommittee on the Proposed Cannabis Ordinance, the Rules and Regulations, and the Schedule for Future Action

Victor Gomez of Pinnacle Strategy reviewed the ordinance for council and responded to questions. During public comment Cara Vonk and Mirijana Tomas were concerned with the location for commercial, near the Valero gas station. Mandisa Snodley commented on proposed legislation. Andy Moore was concerned with the city's limited law enforcement contract relating to cannabis.

Council Member Boch suggested council hold a special meeting to discuss the cannabis ordinance further. A meeting was scheduled for April 4 at 2 p.m. in Council Chambers.

B. Location of Electric Vehicle Charging Stations in the City

Vice Mayor Freeman reported there is a need for more electric vehicle charging station in the City and location and funding should to be discussed.

6. ACTION ITEMS

A. Results of Traffic Speed and Calming Study

Power point presentation by Hexagon Transportation Consultants. During public comment Jolene Cosio commented that the City received funds through a Habitat for Humanity grant for a raised crosswalk at the school, which have not been spent. Cara

Vonk commented on a bike trail under the Highway 156 overpass, paid with COG funds. Rachel Ponce commented, as a Fourth Street resident, she is very disappointed with the results of the survey. Council Members were in agreement with Mrs. Ponce.

Council directed staff to look at traffic calming options.

B. Consider Resolution 2018-10 Amending Development Agreement with Meritage Homes to Provide for an Additional Payment of \$40,000 Toward the City's Water Supply Strategy

Interim City Manager Tewes reported the home builders have agreed to make a contribution in order to accelerate the acquisition of the Coke well and the lifting of the water connection moratorium. During public comment Jolene Cosio was concerned with the Meritage contribution.

A motion was made by Council Member Boch and seconded by Council Member Martorana to Amend the Development Agreement with Meritage Homes to provide for an additional payment of \$40,000 toward the City's Water Supply Strategy. The motion passed 4-0-0-1 with Council Member DeVries absent.

C. First Reading of an Ordinance Revising the Appointment Process for Planning Commissioners, Municipal Code Section 2-3-110

City Attorney Mall provided an update to the ordinance dealing with the appointment process of planning commissioners as requested at the last meeting. There was discussion. During public comment Cara Vonk suggested including in the ordinance that planning commissioners should also have qualifications to sit on the Historic Resources Board. Jolene Cosio supports changes to the ordinance.

A motion was made by Council Member Martorana and seconded by Council Member Boch to introduce an ordinance deleting the current section 2-3-110, in its entirety and adding a new section 2-3-110 to the municipal code revising the "Qualifications-Appointment-Term" of Planning Commissioners. The motion passed 4-0-0-1 with Council Member DeVries absent.

D. Consider Approving Participation by Edenridge Homes in the SCIP Program

Interim City Manager Tewes reported. No public comment was received.

A motion was made by Vice Mayor Freeman and seconded by Council member Boch to approve participation by Edenbridge Homes in SCIP (Statewide Community Infrastructure Program). The motion passed 4-0-0-1 with Council Member DeVries absent.

E. Consider Extending American Tower Cell Tower Lease

Interim City Manager Tewes reported. During public comment Cara Vonk commented that the original contract called for American Tower to landscape and maintain the area. A motion was made by Vice Mayor Freeman and seconded by Council member Boch to approve Resolution 2018-11 extending a lease agreement with American Tower Corporation. The motion passed 4-0-0-1 with Council Member DeVries absent.

F. Recommendation by Strategic Planning Committee to Designate a Portion of the City Owned Property Located between Washington and Lang Streets as a Future Location of a Dog Park and Community Garden

Committee Chairperson Shawna Freels provided a report. Mayor West felt it inhibits public input if the council decides how property will be used. During public comment Bob Quaid commented he does not support council conversation. Mandisa Snodey, committee member, explains process how they got this far. Concern with whether there is a deed restriction that this can only be a park. Heidi Balz suggested this item requires more work before coming to council. Rachel Ponce commented they will need water there. Mirijana Toma spoke in support of small parks for tourists. No action was taken.

G. Consider Purchase of Telemetry Equipment to Connect to Reservoir

Assistant Michael LaForge provided a report and distributed a proposal from Maggiora. No public comment was received. More information will be provided at a later date.

A motion was made by Council Member Martorana and seconded by Vice Mayor Freeman to purchase telemetry equipment. The motion passed 4-0-0-1 with Council Member DeVries absent.

H. Consider Resolution 2018-XX Adopting a Code of Ethics Policy – Subcommittee Report

Subcommittee members Chris Martorana and John Freeman provided a policy. There was discussion. Council determined the policy would extend commissioners as well. The item will be brought back next month for approval after corrections are made to typographical errors. No public comments were received.

I. Removal of John Hopper from the Planning Commission with Cause

- **Adopt a motion to “remove from the table” the agenda item to conduct a hearing for removal of Chairman Hopper from the PC with Cause**
- **Conduct the hearing and consider a motion to remove Mr. Hopper with Cause**

Council Member Martorana explained the issues that substantiate a hearing with cause for removal of Mr. Hopper from the Planning Commission. Mr. Hopper was not present and was not represented. There was discussion.

A motion was made by Council Member Martorana and seconded by Mayor West to remove from the table the agenda item to conduct a hearing for removal of chairman hopper from the pc with cause. The motion passed 3-1-0-1 with Council Member Freeman voting against and Council Member DeVries absent.

During public comment Rachel Ponce, Cara Vonk, Mandisa Snodey, Jolene Cosio, and Mirijana Tomas supported the action taken by Council.

Whereupon, Council Member Martorana presented the issues that substantiate the removal of Mr. Hopper, specifically:

1. Represented himself as a council member to Level One Security outside Daisy's Saloon
2. Intoxicated at a Parks planning meeting
3. Intoxicated at the October 24 city council meeting
4. Lied to Council Member Martorana approximately three times

During public comment, Cara Vonk spoke in support of Mr. Hopper as a member of the Planning Commission.

A motion was made by Council Member Martorana and seconded by Council Member Boch to remove Hopper with cause, and directed staff to send him a letter letting him know. The motion passed 3-1-0-1 with Council Member Freeman voting against and Council Member DeVries absent.

J. Formal Appointment of City Manager

Mayor Jim West announced the council's appointment of Michaela LaForge as the new City Manager in the City of San Juan Bautista. Her contract is effective April 2, 2018; salary is \$120,000; she will receive a \$500/month car allowance, six weeks of vacation, six months of severance, and will be reviewed annually. Ms. LaForge will get an additional bonus of \$20,000 commensurate with deliverables, specifically \$5,000 for staying on budget, \$5,000 for bringing on a Community Development Director, and \$5,000 for bringing on a Public Works Director. During public comment, Bob Quaid asked about a pellet plant for the city. Leslie Austin spoke in support of the Council's selection of Michaela LaForge.

A motion was made by Council Member Martorana and seconded by Council Member Boch to approve Resolution 2018-12 appointing Michaela LaForge as city manager and authorizing the mayor to execute a city manager employment agreement. The motion passed 4-0-0-1 with Council Member DeVries absent.

7. COMMENTS

A. City Council

Mayor West thanked Interim City Manager Ed Tewes.

B. City Manager

Interim City Manager Tewes stated he enjoyed working with everyone.

C. City Attorney

City Attorney Mall thanked Mr. Tewes.

8. Adjournment

The meeting was adjourned at 10:15 p.m.

RESOLUTION 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING THE ANZAR HIGH SCHOOL FOOTBALL AND CHEER TO SELL FIREWORKS DURING THE JULY 4, 2018 HOLIDAY

NOW, THEREFORE, BE IT RESOLVED that the Anzar High School Football and Cheer is authorized to sell fireworks in the City of San Juan Bautista at the Windmill Market, 301 The Alameda, San Juan Bautista from June 30, 2018 through July 4, 2018 from 9:00 a.m. to 10:00 p.m. The Anzar High School Football and Cheer is a non-profit organization and is not required to obtain a business permit for this fundraising event.

PASSED AND ADOPTED this 15th day of May, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Jim West

ATTEST:

Mackenzie Quaid, Acting City Clerk

May 9, 2018

Council Members
City of San Juan Bautista
311 Second Street
San Juan Bautista, CA 95045

Dear Mayor and Council Members,

The Anzar High School Football and Aromas San Juan Unified School District Sports Program are requesting permission to you to allow them to sell "safe and sane" fireworks for the 2018 4th of July Celebration. This sale will be the biggest annual fundraiser for the high school.

The sale will be held in a fireworks stand on the parking lot of the Windmill Market at 301 The Alameda, San Juan Bautista. Written permission to use the parking lot is secured from Jim Gibson, owner of the Windmill Market. The dates of the sale will be June 30, 2018 through July 4, 2018 with the daily hours from 9:00 am to 10:00 pm.

Insurance coverage in the amount of \$1,000,000 is obtained and insures the premises (the Windmill Market), the preschool and the City of San Juan Bautista. Once the insurance certificate is obtained, it is forwarded to Jim Gibson, the San Juan Bautista Fire Department, and the City Manager. We obtain a license from the California State Fire Marshal's office and abide by all of its regulations.

Thank you for your consideration I this matter.

Anzar High School Football and ASJUSD

CITY OF SAN JUAN BAUTISTA, CALIFORNIA

CERTIFICATE OF RECOGNITION

WHEREAS, the month of May is National Preservation Month, and historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability, and

WHEREAS, the City of San Juan Bautista supports the Secretary of the Interior's Standards for the Treatment of Historic Properties, "intended to promote responsible preservation practices that help protect our Nation's irreplaceable cultural resources," and

WHEREAS, the function of the Planning Commission is to guide the orderly development of the City in accordance with the General Plan and other policy documents, and

WHEREAS, the Planning Commission wishes to recognize a property owner whose rehabilitation of a mixed-use building reflects the City's goals to maintain its historical ambiance by preserving and rehabilitating the structure at 103 Third Street, the Anza Adobe:

- Consulting with Mike Garavaglia of Garavaglia Architecture, Inc., specializing in historic preservation, restoration, and rehabilitation
- Engaging local craftsmen
- Preserving the character-defining features of one of the last few remaining adobes in San Juan Bautista
- Maintaining a welcoming and inviting appearance to one of the gateways to the nationally-registered Historical Downtown District
- Extending the economic life of the adobe
- Modeling responsible stewardship of an historic building,

NOW THEREFORE BE IT RESOLVED, at its meeting on May 1, 2018, the Planning Commission of the City of San Juan Bautista, on behalf of its residents, acted to recognize the efforts of Emily Renzel in renewing an existing resource at 103 Third Street and energizing the local economy, and thanks her for being a responsible steward.

Darlene Boyd, Chair
San Juan Bautista Planning Commission

CITY OF SAN JUAN BAUTISTA, CALIFORNIA

CERTIFICATE OF RECOGNITION

WHEREAS, the month of May is National Preservation Month, and historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability, and

WHEREAS, the City of San Juan Bautista supports the Secretary of the Interior's Standards for the Treatment of Historic Properties, "intended to promote responsible preservation practices that help protect our Nation's irreplaceable cultural resources," and

WHEREAS, the function of the Planning Commission is to guide the orderly development of the City in accordance with the General Plan and other policy documents, and

WHEREAS, the Planning Commission wishes to recognize a property owner whose rehabilitation of a public building reflects the City's goals to maintain its historical ambiance by preserving and rehabilitating the structure at 407 Second Street, Texas Lodge # 46 of the Free and Accepted Masons.

- Using a lively and attractive three-toned color palette to accentuate the building's architectural features
- Preserving the character-defining features of the iconic two-story Italianate Victorian
- Maintaining a welcoming and inviting appearance to the highly visited and nationally-registered San Juan Bautista Plaza Historic District, Mission San Juan Bautista, and the San Juan Bautista State Historic Park
- Extending the economic life of the structure
- Modeling responsible stewardship of an historic building,

NOW THEREFORE BE IT RESOLVED, at its meeting on May 1, 2018, the Planning Commission of the City of San Juan Bautista, on behalf of its residents, acted to recognize the efforts of the members of Texas Lodge #46 in renewing an existing resource at 407 Second Street and energizing the local economy, and thanks them for being responsible stewards.

Darlene Boyd, Chair
San Juan Bautista Planning Commission

PROCLAMATION

National Public Works Week

May 20-27, 2018

WHEREAS, Public Works staff focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of California; and,

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works managers, engineers and employees from all units of Government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the residents, civic leaders and visitors in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities,

WHEREAS, the American Public Works Association has celebrated National Public Works Week since 1960,

NOW, THEREFORE, BE IT PROCLAIMED I, Mayor Jim West, on behalf of the City of San Juan Bautista do hereby proclaim the week of May 20 through 27 as National Public Works Week; and urge our residents to join with representatives of the American Public Works Association and government agencies in activities and ceremonies that pay tribute to our public works professionals, engineers, managers and employees and recognize the substantial contributions they make to our community's health, safety, and quality of life.

Jim West, Mayor
May 15, 2018

City of San Juan Bautista
Revenues ~ Budget Vs. Actual
For the Ten Month Period Ended April 30, 2018

Item #4D
City Council Meeting
May 15, 2018

REVENUES					
	<u>Fund</u>	<u>Actuals</u>	<u>Annual Budget</u>	<u>Difference</u>	<u>YTD 83%</u>
General Fund		840,620	1,201,950	361,330	70%
Special Revenue Funds:					
	Community Development	90,541	161,000	70,459	56%
	COPS	83,334	100,000	16,666	83%
	Rest. & Roads Fund	19,194	16,500	(2,694)	116%
	Valle Vista LLD	11,849	22,720	10,871	52%
	Rancho Vista CFD	-	-	-	
	Gas Tax Fund	35,447	332,512	297,065	11%
Enterprise Funds:					
	Water				
	Operations	684,670	754,200	69,530	91%
	Capital	25,238	294,820	269,582	9%
	Sewer				
	Operations	677,857	857,000	179,143	79%
	Capital	12,409	528,500	516,091	2%
TOTAL Funds		1,640,539	3,067,252	1,426,713	53%

City of San Juan Bautista
Expenditures ~ Budget Vs. Actual
For the Ten Month Period Ended April 30, 2018

Item #4D
City Council Meeting
May 15, 2018

EXPENDITURES		Actuals	Annual Budget	Difference	YTD 83%
Fund					
General Fund:					
City Council		17,500	34,995	17,495	50%
City Attorney		34,265	48,000	13,735	71%
City Manager		28,768	29,577	809	97%
City Clerk		80,578	98,027	17,449	82%
City Treasurer		325	2,600	2,275	13%
Finance and Accounting		108,736	133,252	24,516	82%
City Library		37,850	67,095	29,245	56%
Fire Department		204,343	241,452	37,109	85%
Law Enforcement		127,828	282,260	154,432	45%
Animal Control		3,500	10,000	6,500	35%
Public Works - Streets		116,722	223,951	107,229	52%
Public Works - Parks and Grounds		124,531	119,289	(5,242)	104%
General Government		42,488	95,221	52,733	45%
Total General Fund Expenditures		927,434	1,385,719	458,285	67%
Special Revenue Funds:					
Community Development:					
Engineering		10,330	125,848	115,518	8%
Building		56,813	26,519	(30,294)	214%
Planning		189,721	151,795	(37,926)	125%
COPS		83,086	100,000	16,914	83%
Rest. & Roads Fund		-	42,000	42,000	0%
Valle Vista LLD		13,812	22,720	8,908	61%
Rancho Vista CFD		10,257	-	(10,257)	
Gas Tax Fund		14,577	357,000	342,423	4%
Internal Service Funds		3,425	121,000	117,575	3%
Enterprise Funds:					
Water:					
Operations		672,703	894,736	222,033	75%
Capital		63,172	872,721	809,549	7%
Sewer					
Operations		735,209	896,327	161,118	82%
Capital		63,470	902,136	838,666	7%
TOTAL Funds		2,844,009	5,898,521	3,054,512	48%

City of San Juan Bautista
Warrant Listing
As of April 30, 2018

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
101.000 - Union Bank			
101.001 - Operating Acct. 1948			
04/04/2018	211572	at&t	-261.60
04/04/2018	211573	AVAYA	-210.98
04/04/2018	211574	Bracewell Engineering, Inc.	-9,007.00
04/04/2018	211575	David Taussig & Associates, Inc.	-929.50
04/04/2018	211576	Department of Conservation	-59,081.22
04/04/2018	211577	Hexagon Transportation Consultants, Inc.	-1,350.00
04/04/2018	211578	Hollister Auto Parts, Inc.	-824.26
04/04/2018	211579	Home Depot Credit Services	-328.54
04/04/2018	211580	Mackenzie Quaid	-100.00
04/04/2018	211581	Monterey Bay Air Resources Dist.	-670.00
04/04/2018	211582	MuniBilling	-360.00
04/04/2018	211583	P G & E	-459.40
04/04/2018	211584	Paul Champion	-1,162.50
04/04/2018	211585	State Compensation Insurance Fund	-2,432.00
04/04/2018	211586	True Value Hardware	-40.36
04/04/2018	211587	United Site Services of California, Inc.	-180.97
04/04/2018	211588	US Bank	-3,588.22
04/04/2018	211589	Wellington Law Offices	-3,676.00
04/04/2018	211590	Wendy L. Cumming, CPA	-4,930.00
04/04/2018	211591	Xerox	-434.74
04/05/2018	211592	CalPers 457 Plan	-9,851.28
04/16/2018	211593	A Tool Shed, Inc.	-947.10
04/16/2018	211594	Abbott's Pro Power	-145.34
04/16/2018	211595	Alliant Insurance Services	-1,211.00
04/16/2018	211596	Armando Venegas.	-218.49
04/16/2018	211597	at&t	-70.27
04/16/2018	211598	ByWater Solutions	-1,000.00
04/16/2018	211599	California Surveying & Drafting Supply	-527.00
04/16/2018	211600	Charter Communications	-116.69
04/16/2018	211601	City of Hollister.	-40,141.62
04/16/2018	211602	Dynamic Forms	-309.57
04/16/2018	211603	Hollister Auto Parts, Inc.	-336.84
04/16/2018	211604	James Walgren, AICP	-2,700.00
04/16/2018	211605	KS State Bank	-5,818.30
04/16/2018	211606	Level 1 Private Security.	-7,192.00
04/16/2018	211607	Mc Kinnon Lumber Co., Inc.	-56.32
04/16/2018	211608	Mission Linen Service	-198.72
04/16/2018	211609	Noble Pride Roofing Company Inc.	-300.00
04/16/2018	211610	NorCal Kenworth	-41.16
04/16/2018	211611	P G & E	-4,535.48
04/16/2018	211612	Patricia Paetz	-300.00
04/16/2018	211613	Revize LLC	-750.00
04/16/2018	211614	Roberto Ruiz.	-500.00

City of San Juan Bautista
Warrant Listing
As of April 30, 2018

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
04/16/2018	211615	Security Shoring & Steel Plates, Inc.	-320.71
04/16/2018	211616	U.S. Postmaster	-600.00
04/16/2018	211617	Vanessa Castillon	-700.00
04/16/2018	211618	P G & E	-4,874.73
04/16/2018	211619	Revize LLC	-6,300.00
04/25/2018	211620	ACWA Health Benefits Authority	-5,934.87
04/25/2018	211621	AFLAC	-150.57
04/25/2018	211622	Valero Marketing & Supply	-576.73
04/30/2018	211623	4Leaf, Inc.	-28,952.68
04/30/2018	211624	Amelia Grames	-68.00
04/30/2018	211625	at&t	-252.80
04/30/2018	211626	Barry Galipeaux	-71.81
04/30/2018	211627	Bartle Wells Associates	-300.00
04/30/2018	211628	Bracewell Engineering, Inc.	-1,394.00
04/30/2018	211629	Charter Communications	-373.65
04/30/2018	211630	Department of Transportation	-516.65
04/30/2018	211631	Discount Furniture	-1,500.00
04/30/2018	211632	FedEx	-114.50
04/30/2018	211633	George Hills	-341.04
04/30/2018	211634	Golden State Emergency Vehicle Service	-50.54
04/30/2018	211635	Granite Rock	-1,673.44
04/30/2018	211636	Hollister Auto Parts, Inc.	-229.48
04/30/2018	211637	J M Electric	-3,607.04
04/30/2018	211638	Obdulia Robles-	-900.00
04/30/2018	211639	Paul Champion	-24.87
04/30/2018	211640	Petty Cash	-193.23
04/30/2018	211641	Pinnacle Healthcare Hollister	-254.00
04/30/2018	211642	Pinnacle Strategy	-1,000.00
04/30/2018	211643	Ready Refresh	-149.69
04/30/2018	211644	San Benito County Sheriff	-31,360.50
04/30/2018	211645	Smith & Enright Landscaping	-1,104.00
04/30/2018	211646	Sprint	-220.15
04/30/2018	211647	Staples	-953.91
04/30/2018	211648	State Compensation Insurance Fund	-2,432.00
04/30/2018	211649	The Mercury News	-85.58
04/30/2018	211650	United Site Services of California, Inc.	-180.97
04/30/2018	211651	USABlueBook	-405.64
04/30/2018	211652	Wendy L. Cumming, CPA	-4,676.25
Total 101.001 · Operating Acct. 1948			<u>-270,138.50</u>
Total 101.000 · Union Bank			<u>-270,138.50</u>
TOTAL			<u>-270,138.50</u>

Memorandum

To: Michaelae LaForge, City of San Juan Bautista

From: John Fair, Senior Project Manager

Date: May 7, 2018

Subject: City Engineer Activity Report (Rancho Vista and Copper Leaf)

Recent efforts and activities from April 9 through May 4, 2018 for the two active subdivisions in the city include the following:

RANCHO VISTA SUBDIVISION **April 9, 2018 through May 4, 2018**

Work in Rancho Vista slowed down a bit in April and construction crews are focused on completing the on-site improvements.

Paving of Third Street continued and the only remaining portion of Third Street in Phase 7 of the subdivision. The dry utilities are now installed and the wiring is being pulled into the completed conduit.

The Rancho Vista water system was connected to the San Juan Bautista Municipal water system this month in Third Street at Donner Avenue. The final turn-on will occur after the bacteria test results are provided by the water quality lab.

The tract is now making a change from construction to marketing and sales with the arrival and set-up of a sales trailer and the construction of two model homes.

Construction of in-tract improvements continues with the installation of sidewalk in various locations as well as street light foundations.



Installation of Electrical, Cable TV and Internet cables



Water system installation. The water line will be turned-on once the water quality lab results are received in 2 to 4 weeks





The sale trailer was set up on site and the improvements around the sales trailer were installed (fence and hardscape). The work has started on the model homes the developer will be marketing.





Aggregate base being placed and compacted in preparation for sidewalk installation at various location in the tract.





Street light foundation being installed throughout the tract



Manholes and water valves are being raised to the pavement surface

COPPERLEAF SUBDIVISION

April 9, 2018 through May 4, 2018

The improvements for Copperleaf are mostly complete with the remaining portion delayed because the service poles to the abandoned Well site #2 are in the way. Most of the equipment at the well site have been removed (well house, motor, chlorination system). The well will be destroyed and filled with concrete in compliance with state and county standards. None of that demolition work can be done until the power poles are removed. Staff and the Developer (Edenbridge) continue to coordinate with PG&E to have the equipment removed and the rest of the Subdivision energized.

The clay tile cap was installed along the sound wall along State Highway 152 and the north boundary of the subdivision.

Bioremediation and drainage material was place in the on-site retention basin.

The site for Well #5 is in the boundary of the Copperleaf. Well #5 was connected to the San Juan Bautista system and with the addition of lower nitrite water, the State Division of Drinking Water lifted the water restriction.





Tile caps on the sound wall on the highway



Bio-retention basin material placement

Item #5A
City Council Meeting
May 15, 2018
CITY OF SAN JUAN BAUTISTA
APPLICATION FOR PLANNING COMMISSION/HISTORIC RESOURCES BOARD

FILED
CITY OF SAN JUAN BAUTISTA
OCT 17 2017

OFFICE OF THE CITY CLERK

1. Applicant Name:

Shirley Brewer

2. Current Residence:

400 San Juan Hollister Road

San Juan Bautista, CA

Mailing Address:

P.O. Box 773

San Juan Bautista, CA 95045

E-mail Address: sa.brewer1944@att.net

3. Telephone Number: (Home) _____ (Work) _____

(Cell) (831) 673-0900

4. How long have you been a resident of San Juan Bautista?

2 years 9.5 months

5. Are you currently serving or have you served on a City of San Juan Bautista Board, Commission, or City Council?

If yes, which one? No Term

currently serving _____ Term currently serving _____

6. What motivated you to apply for this position? You may attach a separate sheet of paper.

I have always wanted to be part of my community, to watch it grow and prosper and to have a say in the direction that it takes to have a healthy and vibrant city. I've also had a healthy curiosity about how decisions are made that impact where I have chosen to live. I know how important it is to have an open mind and gather opinions from a variety of sources. (Continued on following page.)

7. What skills or attributes can you bring to the Planning Commission/HRB? You may attach a separate sheet of paper.

I served on the Planning and Zoning Commission for a three year term in Garfield County, CO. (see attached recommendation).

8. The primary role of a Board or Commission member is to provide advice to the City Council on policy issues that are within the scope of that Board or Commission. With this in mind, what steps would you take to effectively exercise the Planning Commission/Historic Resources Board role? You may attach a separate sheet of paper.

Question 6 - continued

Decisions that are made by the commission affect people's lives so it's imperative to be informed.

I am an independent thinker and will never be a "rubber stamp".

I believe it is imperative to be informed and
stay abreast of issues that affect SIB.

To seek an understanding of City ordinances and issues such
the marijuana question. To be an outstanding listener and
seek differing opinions. Be open minded without having
a hidden agenda. Always be prepared in advance
to be a part of the discussion. You should be
able to communicate ideas effectively.

9. List any relevant education, training or experience that demonstrates your ability to effectively serve on the Planning Commission/Historic Resources Board. You may attach a separate sheet of paper.

I'm currently serving on the SIB Strategic
Planning Committee and Government Subcommittee.

I served on the Glenwood Springs Planning &
Zoning Commission for a period of 3 years.

Will serving in that capacity we studied the Comprehensive
Plan Vigorously and revised and updated the
Land Use Code.

Applicant's Name Shirley Brewer

10. List and provide a brief description of your current or last occupation:

I am currently a retired REALTOR. My license is
inactive in the state of CO. I worked for approximately
fifteen years. I retired in 2009.

11. Have you attended a City Council, Planning Commission/HRB meeting, Strategic Planning Committee, Town Hall Meeting, or public workshop? If so, please describe what you learned and what improvements you would suggest the City consider.

I have attended one Planning Commission/HRB
meeting. I am currently a member of

the Strategic Planning Committee and a member
of the Government Subcommittee.

12. Describe your involvement in community activities, volunteer and civic organizations.

PTA, Chamber of Commerce, Glenwood Springs, CO
Board of REALTORS, Little League assistant coach for
my son's team & Garfield County, CO Planning &
Zoning Commissioner.

Friend of: Meals on Wheels, Glenwood Springs Animal
Shelter (I was an Animal Angel) and Pet Friends.

13. Do you have any physical or mental constraints which may limit your ability to perform the duties of a Planning Commissioner/Historic Resources Board member? If yes, what can be done to accommodate these constraints?

None

(Note Pursuant to the Americans with Disabilities Act, the City of San Juan Bautista will make reasonable efforts to accommodate persons with qualified disabilities during the Boards and Commissions interview process. If you require special accommodation, please contact the City Clerk at least five days in advance of any scheduled interview.)

I certify under penalty of perjury that all statements I have made on this application are true and correct. I hereby authorize the City of San Juan Bautista to investigate the accuracy of this information from any person or organization, and I release the City of San Juan Bautista and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

YOUR APPLICATION IS NOT COMPLETE UNTIL IT IS SIGNED AND RETURNED.

IMPORTANT NOTICE

A Board or Commission member is a public official. As such, it is necessary to provide contact information to the public. Please note that all information provided on the form becomes

a public record after it is officially filed. Please do not include any information on this form that you do not want posted on the City's web site and the City's Official Roster.

Applicants appointed to the Planning Commission and Historical Resources Board are required to file the Fair Political Practices Commission (FPPC) Statements of Economic Interest (Form 700), which are also a public record.

A copy of this form is available in the City Clerk's office or by visiting www.fppc.ca.gov.

Signature of
Applicant

Date

Shirley Brown

10/16/17

Please fax (831-623-4093), e-mail (deputycityclerk@san-juan-bautista.ca.us), mail or deliver to: City Hall, P. O. Box 1420, 311 Second Street, San Juan Bautista, CA 95045

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL STAFF REPORT

To: The Honorable Mayor and Council Members

From: The City Attorney

RE: ORDINANCE TO ADD CHAPTER 5.31 "CANNABIS FACILITIES REGULATORY PERMIT" TO TITLE 5 'PUBLIC HEALTH, SAFETY AND WELFARE' OF THE SAN JUAN BAUTISTA MUNICIPAL CODE (FIRST READING)

Date: May 9, 2018

REQUEST:

It is requested that the City Council:

1. Approve the environmental review; and
2. Approve via first reading tonight and second reading at the June meeting, the attached draft Ordinance.

BACKGROUND

At the City Council meeting on April 17, 2018, the City Council received a staff report and approved a first reading of the ordinance presented, subject to the City Attorney drafting an amendment to activate the ordinance only if a tax measure on cannabis facilities was approved by the voters. It is anticipated that such a measure would be on the ballot in November.

ENVIRONMENTAL REVIEW

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

DISCUSSION

Implementation of City Council direction required an entire new section 5.31.290, as set forth below:

5.31.290 Implementation Procedures.

A. This Chapter shall not become operative and applications for a regulatory permit authorized by this Chapter shall not be accepted by the City Manager or designee, nor a regulatory permit issued unless both of the following occur:

1. The City Council submits a City tax on Cannabis Facilities to the voters, the voters approve the tax, and the tax is certified by the County pursuant to Section 15372 of the California Elections Code.

2. Written implementing regulations have been approved by the City Council for the type of cannabis facility permit for which application is sought. The City Council may impose such conditions of approval as it deems appropriate.

B. The City Manager or designee may additionally develop written regulations governing the conduct of the cannabis facilities and the delivery of cannabis or cannabis products. The City Council shall consider regulations for one or several types of permits and the regulations for each type of permit shall operate independently of and not be dependent on the approval of regulations for any other type of permit authorized by this Chapter.

CONCLUSION

Because a new section was required, it is recommended that the City Council do a new first reading of the Ordinance, so that the public is advised of and has the full opportunity to review the entire ordinance as written. The second reading will occur at your meeting in June.

ORDINANCE NO. XXXX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
ADDING CHAPTER "CANNABIS FACILITIES REGULATORY PERMIT" TO
TITLE 5 "PUBLIC HEALTH, SAFETY AND WELFARE" OF THE SAN JUAN
BAUTISTA MUNICIPAL CODE**

Section 1. EVIDENCE

The City Council has considered all of the evidence submitted into the administrative record, which includes, but is not limited to, public comments, both written and oral, received and/or submitted at, or prior to the City Council's consideration of this Ordinance.

Section 2. ADDING CHAPTER 5.31 "CANNABIS FACILITIES REGULATORY PERMIT" TO TITLE 5 "PUBLIC HEALTH, SAFETY AND WELFARE" OF THE SAN JUAN BAUTISTA MUNICIPAL CODE

Title 5 "PUBLIC HEALTH, SAFETY AND WELFARE" of the San Juan Bautista Municipal Code shall be amended to read in its entirety as follows:

**Chapter 5.31
CANNABIS FACILITIES REGULATORY
PERMIT**

Sections:

- 5.31.010 Purpose and Intent
- 5.31.020 Cannabis Facilities
- 5.31.030 Definitions
- 5.31.040 City Council Review and Approval
- 5.31.050 Regulatory Permit Required
- 5.31.060 Background Check
- 5.31.070 Grounds for Denial
- 5.31.080 Fees and Charges
- 5.31.090 Development Agreement
- 5.31.100 Cessation of Operations

- 5.31.110 Change in Location; Updated Registration Form
- 5.31.120 Renewal or Revocation of Regulatory Permit
- 5.31.130 Limitations on City's Liability
- 5.31.140 Additional Terms and Conditions
- 5.31.150 Signage
- 5.31.160 Cultivation, Dispensary, and Manufacturing Locations
- 5.31.170 Dispensing of Cannabis
- 5.31.180 Delivery of Cannabis
- 5.31.190 Packaging of Cannabis
- 5.31.200 Cannabis Facility Operations
- 5.31.210 Public Health and Safety
- 5.31.220 Records
- 5.31.230 Audit
- 5.31.240 Community Relations
- 5.31.250 Compliance
- 5.31.260 Inspection and Enforcement
- 5.31.270 Appeals
- 5.31.280 Violations
- 5.31.290 Implementation Procedures
- 5.31.300 Cannabis Permit Types

5.31.010 Purpose and Intent.

- A. If cannabis facilities were permitted to be established or if existing business were permitted to act as cannabis facilities without appropriate regulation, such uses might be established in areas that would conflict with the requirements of the General Plan, be inconsistent with surrounding uses, or be detrimental to the public health, safety and welfare, or the operation of such facilities may be in conflict with applicable State law and regulations. The City Council desires to enact reasonable regulations pertaining to recreational and medical cannabis dispensaries, cultivation, testing, distribution and manufacturing facilities to ensure that recreational and medicinal users have regulated access, while at the same time ensuring that such uses do not conflict with the General Plan, are not inconsistent with surrounding uses, and are not detrimental to the public health, safety and welfare, and the operation of such facilities is in compliance with applicable State law and regulations.
- B. Cannabis facilities shall be permitted, upon application and approval of a regulatory permit in accordance with the criteria and procedures set forth in this Code.
- C. The criteria, procedures, standards, requirements, regulations, and provisions set forth in this Code shall be interpreted and applied consistent with all applicable State laws and regulations. To the extent any criteria, procedure, standard, requirement, regulation, or provision of this Code conflicts with or contradicts any applicable State law or regulation, or establishes a criteria, procedure, standard, requirement, or regulation that does not meet the minimum standards of any applicable State law or regulation, the requirements of the applicable State law or regulation shall take precedence.

5.31.020 Cannabis Facilities.

A. A “cannabis facility” is any location in the City where (or from which) cannabis products are cultivated, manufactured, processed, stored, tested, labeled, delivered, distributed, or sold for the purpose of commercial medicinal or recreational sale; however:

1. A cannabis facility shall not include a vehicle (i) originating from a cannabis dispensary licensed or permitted by a jurisdiction outside the City and (ii) engaged in the delivery of cannabis or cannabis products in compliance with the requirements contained in Section 5.31.180.

2. A cannabis facility shall not include a vehicle (i) originating from a cannabis facility permitted under this Chapter and (ii) engaged in the transportation of cannabis products to another cannabis facility permitted under this Chapter or to another cannabis facility licensed or permitted by a jurisdiction outside the City.

B. Cannabis facilities that may be permitted under this Chapter include but not limited to: “cannabis dispensaries”, “cannabis cultivation facilities”, “cannabis manufacturing facilities”, “cannabis testing facilities”, and “cannabis distribution facilities”.

C. A “cannabis dispensary” is a facility where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including non-storefront retail that restricts access to the general public and offers cannabis or cannabis products through delivery.

D. A “cannabis cultivation facility” is a facility where cannabis is planted, grown, harvested, cloned, dried, cured, graded, processed or trimmed (or any combination of those activities).

E. A “cannabis manufacturing facility” is a facility where cannabis products are produced, prepared, propagated, or compounded, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

F. A “cannabis distribution facility” is a facility used to facilitate the procurement, sale, and transport of cannabis or cannabis products between cannabis facilities.

G. A “cannabis testing center” is a facility that offers or performs tests of cannabis or cannabis products.

H. An “applicant” is a person or persons applying for a permit to operate a cannabis facility issued pursuant to this Chapter and includes all of the below:

1. The person seeking a permit to operate a cannabis facility under this Chapter.

2. Any individual (or person) who has ownership interest greater than 10%, financial interest (including a security interest, lien, or encumbrance) in the person seeking to operate a cannabis facility or its operation under this Chapter.

3. Any individual (or person) who has the power to direct, or cause to be directed, the management or control of the person seeking to operate a cannabis facility under this Chapter.

I. A “manager” means any human individual to whom a cannabis facility has delegated discretionary powers to organize, direct, carry on, or control its operations and employed by the business.

J. An “owner” is the legal registered approved applicant defined under this chapter.

5.31.030 Definitions.

Words and phrases not specifically defined in this Code shall have the meaning ascribed to them as defined in the following sources:

- A. The Compassionate Use Act of 1996 (codified as Section 11362.5 of the Health and Safety Code);
- B. The Cannabis Program Act (codified as Sections 11362.7 through 11362.83 of the Health and Safety Code);
- C. The California Attorney General’s Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (August 2008); and
- D. The Medicinal and Adult-Use Cannabis Regulation and Safety Act as enacted by Senate Bill 94 “Trailer Bill”.

5.31.040 City Council Review and Approval.

- A. The issuance and/or renewal of a regulatory permit as required by this Chapter shall be subject to the prior review and approval by the City Council.
- B. In addition to the requirements set forth in this Chapter, as a condition of issuance or renewal of a regulatory permit as required by this Chapter, the City Council may impose such additional terms and conditions on the issuance or renewal of the regulatory permit and the operation of the facility as the City Council deems appropriate.
- C. The development agreement and operations plan required by this Chapter and the design and layout of a cannabis facility authorized under this Chapter, shall be subject to the review and approval of the City Council prior to the issuance or renewal of a regulatory permit under this Chapter.
- D. If the City Manager or designee revokes a regulatory permit as allowed by this Chapter, as soon thereafter as is reasonable under the circumstances, the City Council shall be informed of such revocation and the City Council shall review and approve such

revocation. If the City Council does not approve the revocation, the City Manager or designee shall reinstate such regulatory permit upon such additional terms and conditions as the City Council deems appropriate.

- E. Any permit contemplated or required in herein Chapter, despite provisions in Section 5.31.060 to the contrary, will be entirely within jurisdiction of City Council.

5.31.050 Regulatory Permit Required.

- A. Cannabis facilities are prohibited unless permitted in accordance with this chapter.

B. It shall be unlawful for any person to operate a cannabis facility without a regulatory permit from the State of California and the City Council or designee under the terms and conditions set forth in this Chapter.

C. Each regulatory permit shall expire one year from its date of issuance. The date of issuance may be effective upon an applicant obtaining a certificate of occupancy in the event of new construction for a licensee under this Chapter, at the discretion of the City. Renewal of regulatory permits shall be as provided for in Section 5.42.120.

D. Regulatory permits are not transferrable and any attempt to assign or transfer such permits shall render the permit null and void.

E. The City may only permit two cannabis retail Type 10 permits at a time. The number of the remaining types of cannabis facilities permitted in the City may be limited or restricted by resolution of the City Council.

F. If the number of each type of cannabis facility permitted in the City is limited, applications for the required regulatory permit may be submitted during those applications periods as may be designated from time to time by the City Council or designee. Each application submitted and deemed complete by the City during the application period will be evaluated for priority for processing based on certain criteria set forth in a point system approved by the City Council. It is permissible for the point system to provide additional point values to City residents. All applications so evaluated and scored will be ranked from the most to the least points. Applications for any available regulatory permit will be processed based on this ranking. Once all available regulatory permits have been issued, the remaining applicants will be placed on a wait list, ranked from the most to the least points.

G. The legal representative shall file an application for a regulatory permit with the City Manager or designee upon forms provided by the City and shall pay an "application fee" and a "processing fee" as required by this Chapter and as established by resolution adopted by the City Council as amended from time to time. A separate application shall be made for each type of cannabis facility permit, i.e., dispensary, cultivation, manufacturing, testing, and distributing facility, for each license classification specified in Sections 5.31.020; and for each location at which a cannabis facility will operate. An application for a regulatory permit for each type of

cannabis facility shall include, but shall not be limited to, the following information:

1. The legal name, and any other names, under which the cannabis facility will operate.
2. The address of the location and the on-site telephone number, if known, of the cannabis facility.
3. The following information for each applicant and manager of the cannabis facility:
 - a. Complete legal name and any alias(es), address, and telephone number;
 - b. Date and place of birth;
 - c. Copy of a valid California government issued photo identification card or license;
 - d. A list of all criminal convictions, other than infractions for traffic violations, the jurisdiction of the conviction(s) and, the circumstances thereof;
 - e. One set of fingerprints;
 - f. A detailed explanation of the applicant's or the manager's involvement with any other cannabis facility (including medical or non-medical cannabis facilities located outside of the City), including, but not limited to, the name and address of the cannabis facility; the capacity in which the applicant or the manager is or was involved with the cannabis facility; whether the cannabis facility is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether the applicant or the manager or the cannabis facility with which the applicant or the manager is or was associated has ever been denied, or is in the process of being denied registration, a permit, a license or any other authorization required to operate a cannabis facility in any other city, county, or state; and whether the applicant or the manager or the cannabis facility with which the applicant and the manager is or was associated has ever had a registration, license, permit or any other authorization required to operate a cannabis facility in any other city, county, or state, suspended or revoked, and the reasons therefore; and
 - g. A detailed explanation of the applicant's or the manager's involvement with any other business in the City, including, but not limited to, the name and address of such business; the type of business; the capacity in which the applicant or the manager is or was involved with the business; whether the business is or was the subject of any criminal investigation or prosecution, civil investigation, administrative action or civil lawsuit; whether an owner or manager of the business with which the applicant or the manager is or was

associated has ever been denied, or is in the process of being denied registration, a permit, a license or any other authorization required to operate a business requiring licensing through the State in any other city, county, or state; and whether an applicant or a manager of the business with which the applicant or the manager is or was associated has ever had a registration, license, permit or any other authorization required to operate a business that requires a license in the State, or any other city, county, or state, suspended or revoked, and the reasons therefore.

4. An operations plan which shall be in conformance with the requirements of this Chapter and shall include, at a minimum:
 - a. A list of the names, addresses, telephone numbers, and responsibilities of each applicant and manager of the cannabis facility.
 - b. The hours and days of operation for the cannabis facility.
 - c. A site plan and floor plan of the facility denoting the layout of all areas of the cannabis facility, including, as applicable, storage, cultivation, reception/waiting, dispensing, manufacturing, and all ancillary support spaces, and the relationship of the facility to adjacent properties and land uses.
 - d. A security plan, including lighting, alarms, fencing, and video cameras, to ensure the safety of persons, and to protect the premises from theft, vandalism, and fire. The security plan shall address both interior and exterior areas of the facility and its premises.
 - e. The cannabis cultivation and manufacturing procedures to be utilized at the facility, including, as applicable, a description of how chemicals and fertilizers will be stored, handled, and used; extraction and infusion methods; the transportation process; inventory procedures; track and trace program and procedures; quality control procedures; and testing procedures.
 - f. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated or excess cannabis or cannabis products.
 - g. An odor management plan detailing the reasonable steps that will be taken by facility to ensure that the odor of cannabis and other physical impacts on neighboring properties will be minimized.

- h. Policies and procedures for adopting, monitoring, implementing, and enforcing all requirements of this Chapter.
- 5. The cannabis facility's seller's permit number or indication that the cannabis facility is currently applying for a seller's permit.
- 6. The name and address of the owner and lessor of the premises and a copy of the lease or other such proof of the legal right to occupy and use the premises and a statement from the owner or agent of the owner of the real property where the facility will be located demonstrating the landowner has acknowledged and consented to permit dispensary, cultivation, distribution, or manufacturing activities to be conducted on the property by the cannabis facility.
- 7. The name and account number of all savings accounts, checking accounts, investment accounts, and trusts associated with the operation of the cannabis facility.
- 8. A map with a minimum scale of 1"=75' showing streets names, lot boundaries, sensitive uses, and uses on properties adjacent to the cannabis facility.
- 9. Authorization for the City Manager or designee to seek verification of the information contained within the application, including, but not limited to, a criminal history investigation with the California Department of Justice and any other law enforcement agencies.
- 10. Evidence that the organization, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and includes the plural as well as the singular number, all such entities agree to operate under such terms and conditions outlined in their operations plan as approved.
- 11. A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is complete, true, and accurate.
- 12. Any such additional and further information as is deemed necessary by the City Manager or designee to administer this Section or to show that the cannabis facility and its ownership and operation is in compliance with the provisions of this Chapter.

5.31.060 Background Check.

Applicants for a regulatory permit for a cannabis facility, every manager of a cannabis facility, and any employee or individual who participates in the dispensing, cultivation, manufacturing, or transporting of cannabis or who participates in the daily operations of the cannabis facility shall be required to submit to a Fingerprint-Based Criminal History Records Check.

5.31.070 Grounds for Denial.

- A. The City Council or designee may reject an application upon making one or more of the following findings:
1. Any applicant made one or more false or misleading statements or omissions on the registration application or during the application process;
 2. The applicant fails to meet the requirements of this Chapter or any regulation adopted pursuant to this Chapter;
 3. The cannabis facility or its location is in violation of any building, zoning, health, safety, or other provision of this code, or of any state or local law which substantially affects the public health, welfare, safety, or morals, or the facility or its location is not permitted in the proposed area, or the issuing or continuation of a regulatory permit would be contrary to the public health, welfare, safety, or morals;
 4. Any applicant, manager, or employee of the cannabis facility is under Twenty-One (21) years of age;
 5. Any applicant has been convicted of an offense that is substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, except that if the licensing authority determines that the applicant is otherwise suitable to be issued a permit and granting the permit would not compromise public safety, the licensing authority shall conduct a thorough review of the nature of the crime, conviction, circumstances, and evidence of rehabilitation of the applicant, and shall evaluate the suitability of the applicant to be issued a permit based on the evidence found through the review. In determining which offenses are substantially related to the qualifications, functions, or duties of the business or profession for which the application is made, the licensing authority shall include, but not be limited to, the following:
 - a. A felony conviction for the illegal possession for sale, manufacture, or transportation of a controlled substance excluding cannabis related convictions.
 - b. A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code.
 - c. A serious felony conviction, as specified in subdivision (c) of Section

1192.7 of the Penal Code.

- d. A felony conviction involving fraud, deceit, or embezzlement;
- 6. Any applicant or manager has been sanctioned by a licensing authority or a city, county, or city and county for unlicensed operation of a cannabis facility or has had a license revoked under this Chapter in the three years immediately preceding the date the application is filed with the licensing authority.
- 7. The applicant did not pay to the City the required application and processing fees as set forth in Section 5.31.080.
- 8. Failure to enter into a satisfactory Development Agreement pursuant to 5.31.090.

B. The City Council or designee may place reasonable conditions upon registration if grounds exist for denial of the registration and those grounds may be removed by the imposition of those conditions.

5.31.080 Fees and Charges.

- A. Prior to operating in the City, the cannabis facility shall timely and fully pay all fees associated with the registration and operation of the facility. The fees shall be as set forth in the schedule of fees and charges established by resolution of the City Council, including, but not limited to the following:
- B. "Application fee" for accepting a registration application; due and payable in full at the time a registration application is submitted;
- C. "Processing fee" for the cost to the City of processing a registration application and reviewing, investigating, and scoring each application in accordance with the point system to determine eligibility for issuance of a regulatory permit; due and payable in full at the time a registration application is submitted;
- D. "Permit issuance fee" for the cost to the City of preparing a development agreement, City Council review and approval of the development agreement and the regulatory permit, and preparation and issuance of the regulatory permit as authorized by the City Council, due and payable in full at the time the City issues a regulatory permit;
- E. "Amended registration fee" for the cost to the City of reviewing amendments or changes to the registration form previously filed on behalf of the cannabis facility; due and payable in full at the time amendments or changes to a registration form are submitted to the City;
- F. "Regulatory permit renewal fee" for the cost to the City of processing an application to renew a regulatory permit; due and payable in full at the time application is made to renew a regulatory permit; and

G. Any fees for inspection or investigation that are not included within the other fee associated with registration; due and payable in full upon request of the City.

5.31.090 Development Agreement.

Prior to operating in the City and as a condition of issuance of a regulatory permit, each cannabis facility shall enter into a development agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this Chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare.

5.31.100 Cessation of Operations.

In the event a cannabis facility that receives a regulatory permit ceases to operate for any reason, the City Council or designee shall consider the next qualified applicant on the waiting list and, at the discretion of the City Council or designee, provide an opportunity for new applicants to be considered for a permit.

5.31.110 Change in Location; Updated Registration Form.

A. Any time the location specified in the regulatory permit is changed, the cannabis facility shall re-apply with the City Manager or designee. The process and the fees for re- application shall be the same as the process and fees set forth for registration in Sections 5.31.050 and 5.31.080.

B. Within fifteen calendar days of any other change in the information provided in the registration form or any change in status of compliance with the provisions of this Chapter, including any change in the cannabis facility's ownership or management, the cannabis facility shall file an updated registration form with the City Manager or designee for review along with a registration amendment fee, as set forth in Section 5.31.080.

5.31.120 Renewal or Revocation of Regulatory Permit.

A. No regulatory permit issued under this Chapter may be renewed unless:

1. A new registration form has been filed with the City Manager or designee as set forth in Section 5.31.050 a minimum of sixty (60) days prior to the expiration date of the regulatory permit;
2. The annual renewal registration fee, as set forth in Section 5.31.080 of this Chapter, has been paid to the City; and
3. The cannabis facility and its owners and managers all meet the requirements of this Chapter for registration.

B. The City Council or designee may elect not to renew a regulatory permit issued under

this Chapter if:

1. The cannabis facility and its applicants or managers have not complied at all times with all the requirements for registration as set forth in this Chapter;
2. Any of the conditions or circumstances of Sections 5.31.070.A or 5.31.260.D, singularly or in combination, of this Chapter have occurred; or
3. The City Council or designee is aware of any other facts or circumstances, which indicate that renewal of the regulatory permit will be detrimental to the health, safety, or welfare of the residents of the City.

C. The City Council or designee may revoke a regulatory permit issued under this Chapter, upon such notice as deemed appropriate by the City Council or designee, if:

1. The cannabis facility and its applicants or managers have not complied at all times with all the requirements for registration as set forth in this Chapter;
2. Any of the conditions or circumstances of Sections 5.31.070.A or 5.31.260.D, singularly or in combination, of this Chapter have occurred; or
3. The City Council or designee is aware of any other facts or circumstances, which indicate that continued operation of the cannabis facility will be detrimental to the health, safety, or welfare of the residents of the City.

5.31.130 Limitations on City's Liability.

A. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any regulatory permit pursuant to this Chapter or the operation of any cannabis facility approved pursuant to this Chapter.

B. As a condition of approval of a regulatory permit as provided in this Chapter, the applicants of the cannabis facility shall:

1. Execute an agreement indemnifying the City from any claims, damages, injuries, or liabilities of any kind associated with the registration or operation of the cannabis facility or the prosecution of the cannabis facility, its applicants, managers, or employees, or its qualified patients or primary caregivers for violation of federal or State laws;
2. Maintain insurance in the amounts and of the types that are acceptable to the City Council or designee;
3. Name the City as an additionally insured on all City required insurance policies;
4. Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of a regulatory permit; and

5. Agree to reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge related to the City's approval of a regulatory permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

5.31.140 Additional Terms and Conditions.

Based on the information set forth in the application, the City Council or designee may impose reasonable terms and conditions on the proposed operations of the cannabis facility in addition to those specified in this Chapter.

5.31.150 Signage.

Exterior signage for the facility shall be limited to one exterior building sign not to exceed sixteen square feet in area, and door and/or window signage not to exceed ten square feet in area; such signs shall not be directly illuminated. Signage shall otherwise be reviewed and approved by the City according to the City of San Juan Bautista Sign Ordinance.

5.31.160 Cultivation, Dispensary, Manufacturing, Distribution and Testing Locations.

- A. A cannabis dispensary may be located in Industrial zones only.
- B. A cannabis cultivation facility may be located in Industrial zones only.
- C. A cannabis manufacturing facility may be located in Industrial zones only.
- D. A cannabis testing facility may be located in Industrial zones only.
- E. A cannabis distribution facility may be located in Industrial zones only.
- F. All cannabis facilities shall be setback a minimum of 600 feet from, a school, measured in a straight and direct horizontal line from the parcel boundary line of the cannabis facility to the parcel boundary line of the school. For the purposes of this Section, "school" means any public or private school providing instruction in kindergarten or grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.
- G. All cannabis facilities shall be additionally setback a minimum of 150 feet from a conforming residential use or a licensed rehabilitation facility, measured in a straight and direct horizontal line from the closest wall of the cannabis facility to the closest

exterior wall of the conforming residential.

H. All cannabis cultivation shall be conducted only in the interior of an indoor structure and all cultivation operations including all cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility, or building containing the cultivation of cannabis.

1. For the purposes of this Section, “indoor structure” means a building, or other structure (or space within a building, or other structure) that (i) has an improved and permanent foundation spanning the entire surface underlying the building, or other structure, (ii) has a complete roof enclosure, transparent or non-transparent, supported by connecting hard sided walls extending from an improved and permanent foundation to the roof, (iii) is secure against unauthorized entry, (iv) provides complete visual screening, (v) complies with all odor control and other design standards required by this Chapter (including any regulations adopted pursuant to this Chapter), (vi) is accessible only through one or more lockable doors, and (vii) is inaccessible to minors.

- I. Designation of zoning districts does not give owner or lessor of real property any rights to operate under this Chapter, or provide that any permit applied for under this Chapter shall be allowed. The City shall consider the existing surrounding uses in analyzing impacts of facility, and can deny use in any zoning district if City feels impacts on existing conforming uses are unreasonable. The herein Chapter is intended to allow for activities and uses that are unique and whose effect on the surrounding environment cannot be determined prior to being proposed for a particular location. At the time of application, a review of the location, design, configuration, and potential impact of the proposed use shall be conducted by comparing it to established development standards and individual aspects of application.
- J. The permit for a cannabis facility shall apply to a single premise only.

5.31.170 Dispensing of Cannabis.

- A. Cannabis retail transactions shall only occur inside the premises of the cannabis dispensary. The foregoing notwithstanding, a cannabis dispensary will engage in the delivery of cannabis or cannabis products as provided for in Section 5.31.180.
- B. No cannabis sale, transfer, dispensing, or distribution of any kind shall be made to an individual under the age of twenty-one (21) unless the individual is a registered patient, and no such individual shall be allowed in any cannabis facility.

5.31.180 Delivery of Cannabis.

- A. “Delivery” means the retail sale or transfer of cannabis or cannabis products to a recreational user or qualified patient using a motor vehicle other than a “motorcycle” as that term is defined in Division 1 of the Vehicle Code.
- B. A permitted cannabis dispensary may only engage in the delivery of cannabis or cannabis products subject to any regulations promulgated pursuant to this Chapter.
- C. Any person engaging in the delivery of cannabis or cannabis products with a vehicle originating from outside the City shall:
 - 1. Be licensed or permitted by the jurisdiction from which the vehicle originates;
 - 2. Obtain a City of San Juan Bautista Business license; and
 - 3. Comply with the requirements of the Business and Professions Code and any regulations promulgated pursuant to this Chapter.
- D. The delivery of cannabis or cannabis products shall only be during the normal operating hours in permit or license.
- E. A list of the names and cellular telephone contact numbers for all individuals delivering cannabis or cannabis products shall be provided to the City. Such list shall at all times be kept current and up to date.

5.31.190 Packaging of Cannabis.

- A. Prior to retail sale or transfer, cannabis and cannabis products shall be packaged and labeled as required by regulations issued by the State pursuant thereto.
- B. If edible cannabis products are offered for sale, the cannabis dispensary facility shall first secure any approval from the County of San Benito Health Department required for handling food products.
- C. Edible products distributed or sold by any cannabis facility shall not be produced, manufactured, stored, or packaged in private homes.

5.31.200 Cannabis Facility Operations.

- A. Cannabis dispensaries may only deliver between the hours of 9:00 a.m. and 8:00 p.m. and may deliver as many as seven days per week.
- B. The sale, dispensing, or consumption of alcoholic beverages on or about the cannabis

facility or in the parking area for the facility is prohibited.

- C. Facility operator will report any loitering within one hundred feet of the premises. The loitering by persons outside the facility, either on the premises or within one hundred feet of the premises, is prohibited.
- D. A copy of the regulatory permit issued by the City and any licenses or certifications issued by the State, and any conditions thereof, shall be posted on the premises in a prominent place, readily viewable.
- E. A cannabis facility shall take all necessary and reasonable steps to prevent:
 - 1. The distribution of cannabis to minors;
 - 2. Revenue from the sale or distribution of cannabis from going to criminal enterprises, gangs and cartels;
 - 3. The diversion of cannabis from California to any other state;
 - 4. State-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
 - 5. Violence and the use of firearms in the cultivation, manufacture, and distribution of cannabis;
 - 6. Drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use;
 - 7. Growing of cannabis on public lands and the attendant public safety and environmental dangers posed by cannabis production on public lands; and
 - 8. Cannabis possession or use on federal property.

Any violation of this provision shall result in the immediate suspension of any permit authorized under this Chapter, and pending investigation and a hearing, shall result in revocation of the permit at the election of the City Manager or designee.

5.31.210 Public Health and Safety.

- A. Each cannabis facility shall operate in a reasonable manner such that the effects on the health or safety of nearby properties through creation of mold, mildew, dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts cultivation, manufacture, dispensing, delivery, or distribution of cannabis or cannabis products are minimized.

- B. The cultivation, manufacture, dispensing, delivery, and distribution of cannabis or cannabis products shall not create hazards due to the use or storage of materials, processes, products, chemicals, fertilizers, or wastes.
- C. The interior and exterior of the cannabis facility, including driveways, sidewalks, parking strips, fire access roads and streets on or adjacent to the premises shall be kept in a clean and safe condition.
- D. Exterior lighting on the premises and location shall ensure the safety of the public and the members and employees of the facility while not disturbing surrounding areas.

5.31.220 Records.

- A. Cannabis facilities shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis products throughout the distribution chain until purchased. The inventory control and reporting system shall comply with the State of California's Rules & Regulations.
- B. Cannabis facilities shall have an electronic point of sale system that produces historical transactional data for review by the City Manager or designee for compliance and auditing purposes.
- C. Each cannabis facility shall maintain at the premises all records and documents required by this Chapter and all the information and records listed below and as otherwise required by applicable State law or regulation:
 - 1. The name, address, and telephone number(s) of the owner, landlord and/or lessee of the location;
 - 2. Up-to-date information for all savings accounts, checking accounts, investment accounts and trusts associated with the operation of the cannabis facility;
 - 3. Complete and up-to-date records regarding the amount of cannabis cultivated, produced, manufactured, harvested, stored, or packaged at each cannabis facility;
 - 4. Complete and up-to-date records regarding cannabis transfers throughout the distribution chain from cultivation, to manufacturing, to its dispensing location, including the date and time of the transfer; the name and address of the cultivation and manufacturing facility and the name and address of the supplier if different from the cultivation or manufacturing facility; the amount, form, type, batch and lot number of cannabis transferred; the time of departure from the distribution, cultivation or manufacturing facility; the time of arrival at the dispensing location; the names of the employees transporting the product; and the name of the employee who received the product at the dispensing location;
 - 5. Complete and up-to-date records documenting each transfer of cannabis from the

cannabis dispensing location to customers including the amount provided, the form or product category in which the cannabis was provided, the date and time provided, the name of the employee making the delivery, and the amount of transaction;

6. All receipts of the cannabis facility, including but not limited to expenditures incurred by the cannabis facility for the cultivation, manufacture, dispensing, distribution, and delivery of cannabis;
 7. Proof of completed registration with the City Manager or designee in conformance with this Chapter;
 8. Records demonstrating compliance with State and federal rules and regulations regarding reporting and taxation of income received; and
 9. All cannabis facilities shall perform an inventory each month and shall record the total quantity of each form of cannabis on the premises.
- D. All records required by this Section shall be maintained by the cannabis facility for a period of seven years and shall be made available to the City Council or designee and any City official charged with enforcing the provisions of this code upon request.

5.31.230 Financial Statements.

No later than sixty (60) days after licensees' close of business year (calendar or fiscal), each cannabis facility shall file with the City Manager a summary of its financial operations for the previous calendar year, completed in accordance with generally accepted auditing and accounting principles. The statement shall include but not be limited to a discussion, analysis, and verification of each of the records required to be maintained pursuant to this Chapter. The information contained in the statement shall be made available to the City Council or designee in standard electronic format as designated by the City Council or designee.

5.31.240 Community Relations.

- A. Each cannabis facility shall provide the City Manager or designee with the name, telephone number, and email address of an on-site community relations or staff person or other representative to whom the City can provide notice if there are operating problems associated with the cannabis facility or refer members of the public who may have any concerns or complaints regarding the operation of the cannabis facility. Each cannabis facility shall also provide the above information to all businesses and residences located within 500-foot radius of the cannabis facility.

5.31.250 Compliance.

- A. All cannabis facilities shall pay any applicable sales, use, business or other tax, and all license, registration, or other fees pursuant to federal, State, and local law.

- B. Nothing in this Chapter shall be construed as authorizing any actions, which violate State or local law with regard to the cultivation, transportation, manufacture, provision, sale, transfer, distribution or disposition of cannabis.

5.31.260 Inspections and Enforcement.

- A. The City Manager or their designees shall have the right to enter all cannabis facilities unannounced during the facility's hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Chapter, to inspect and copy records required to be maintained under this Chapter, or to inspect, view, and copy recordings made by security cameras, all without requirement for a search warrant, subpoena, or court order.
- B. Operation of a cannabis facility in non-compliance with any conditions of approval or the provisions of this Chapter shall constitute a violation of the Municipal Code and shall be enforced pursuant to the provisions of this code.
- C. The City Council or designee may summarily suspend or revoke a cannabis regulatory permit, or disqualify an applicant from the registration process, or elect not to renew a regulatory permit if any of the following, singularly or in combination, occur:
1. The City Manager or designee determines that the cannabis facility has failed to comply with any requirement of this Chapter or any condition of approval or a circumstance or situation has been created that would have permitted the City Manager or designee to deny the regulatory permit under Section 5.31.060 or elect not to renew or revoke the regulatory permit under Section 5.31.120;
 2. The cannabis facility has conducted itself or is being conducted in a manner that creates or results in a public nuisance;
 3. The cannabis facility ceased operations for more than 90 calendar days, including during change of ownership proceedings;
 4. Ownership is changed without the new owners applying for and securing a regulatory permit under this Chapter;
 5. The cannabis facility relocates to a different location or premises
 6. The cannabis facility fails to allow inspection and/or copying of the security recordings, the activity logs and records required under this Chapter, or the premise by authorized City Manager or designee.
 7. The cannabis facility fails to notify City of change of management.

5.31.270 Appeals.

Any decision regarding or pertaining to the regulatory permit process set forth in this Chapter, or any action taken by the City Manager or designee pursuant hereto, may be appealed to the City Council. Such appeal shall be taken by filing with the City Clerk,

within ten (10) days after notice of the action or decision complained of has been issued, a written statement setting forth the grounds for the appeal. The City Clerk shall transmit the written statement to the City Council and at its next regular meeting the council shall set a time and place for a hearing on the appeal. Notice of the time and place of such hearing shall be mailed to the appellant. The decision of the City Council on such appeal shall be final and binding on all parties concerned.

5.31.280 Violations.

- A. Any violation of any of the provisions of this Chapter is unlawful and a public nuisance and will be subject to an Administrative Citation.
- B. Any violation of any of the provisions of this Chapter shall give the City the right to issue an administrative citation, and/or assess an administrative fine of up to one thousand dollars (\$1,000.00) for each violation of this Ordinance.
- C. A separate offense occurs for each day any violation of this Chapter is continued and/or maintained.
- D. The remedies provided herein are not to be construed as exclusive remedies, and in the event of violation, the City may pursue any proceedings or remedies otherwise provided by law.

5.31.290 Implementation Procedures.

- A. This Chapter shall not become operative and applications for a regulatory permit authorized by this Chapter shall not be accepted by the City Manager or designee, nor a regulatory permit issued unless both of the following occur:
 - 1. The City Council submits a City tax on Cannabis Facilities to the voters, the voters approve the tax, and the tax is certified by the County pursuant to Section 15372 of the California Elections Code.
 - 2. Written implementing regulations have been approved by the City Council for the type of cannabis facility permit for which application is sought. The City Council may impose such conditions of approval as it deems appropriate.
- B. The City Council or designee shall develop written regulations governing the implementation of the cannabis facility regulatory permit process authorized by this Chapter. Such written regulations shall be approved by the City Council before they shall become effective. The City Council may impose such conditions of approval as it deems appropriate.

5.31.300 Cannabis Permit Types.

- (A) The following M-permits and A-Permits are created under this Chapter:

Tier	Classification/Type	Area
Type 1A	Cultivation: Specialty indoor	501-5,000 ft
Type 1B	Cultivation: Specialty mixed-light	2,501-5,000 ft
Type 1C-i	Cultivation: Specialty cottage indoor	up to 500 ft
Type 1C-m	Cultivation: Specialty cottage mixed-light	up to 2,500 ft
Type 2A	Cultivation: Small indoor	5,001-10,000 ft
Type 2B	Cultivation: Small mixed-light	5,001-10,000 ft
Type 3A	Cultivation: Indoor	10,001-22,000 ft
Type 3B	Cultivation: Mixed-light	10,001-22,000 ft
Type 4	Cultivation: Nursery	up to 22,000 ft
Type 6	Manufacturing Level 1	non-volatile
Type 7	Manufacturing Level 2	Using volatile solvents
Type 8	Testing Laboratory	N/A
Type 10	Retail	N/A
Type 11	Distributor	N/A
Type 12	Microbusiness	Up to 10,000 ft

Section 3. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 4. EXECUTION AND CERTIFICATION

The City Clerk is directed to do all things necessary to cause the execution of this Ordinance immediately upon its adoption and shall thereafter certify to the passage of this Ordinance and cause the same to be published and posted according to law.

Section 5. ENVIRONMENTAL ASSESSMENT.

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

SECTION 6. EFFECTIVE DATE.

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

THE FOREGOING ORDINANCE was first read at a regular meeting of the San Juan Bautista City Council on the ___ day of _____, 2018, and was adopted at a regular meeting of the San Juan Bautista City Council on the ___ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Jim West

ATTEST:

Trish Paetz, Deputy City Clerk

APPROVED AS TO FORM:

Deborah Mall, City Attorney

Section 1. APPLICATION FORM.

The City Council adopts the form Application for Cannabis Facility Regulatory Permit in the form as set forth in the Exhibit "A" to this Resolution, attached hereto and incorporated by this reference.

Section 2. APPLICATION FEES AND CHARGES

The City Council adopts Cannabis Business Application Fee schedule as set forth in the Exhibit "B" to this Resolution, attached hereto and incorporated by this reference.

1. A "Application Fee" of \$XXXX
2. A "Processing and Permit Issuance Fee" of \$XXXX
3. A "Amended Registration and Regulatory Permit Renewal Fee" set at an hourly rate of \$XXXX

Section 3. APPLICATION PROCESS – GENERAL.

The City Manager or designee shall administer the following three stage process for the screening and evaluation of Cannabis facility regulatory permit applications:

A. Stage 1 – Applicant and Facility Eligibility:

Stage 1 of the cannabis facility regulatory permit application process considers the eligibility of the application and the proposed facility according to the following procedure:

1. The application is evaluated for completeness, including the execution of any required agreements accompanying the application form and the following documentation;
 - i. Copy of the applicant's Articles of Incorporation or Articles of Organization;
 - ii. Copy of the applicant's bylaws or operating agreement;
 - iii. Copy of the applicant's Certificate of Status issued by the California Secretary of State;
 - iv. Copy of the applicant's Entity Status Letter from the California Franchise Tax Board;
 - v. The applicant's Federal Employer Identification Number;
 - vi. Evidence of the legal right for the applicant to occupy and use the property for a cannabis facility. In the event that the applicant is not the owner of record of the property, the applicant must provide a notarized statement from the owner of the property acknowledging and consenting to use of the property as a medical cannabis facility by the applicant; and

vii. The identification of any individual with a financial interest of 10% or greater in the applicant including the address, phone number, email address, description of percentage ownership interest, and copies of government issued identification for each individual;

2. The proposed location is evaluated for conformance with the zoning and sensitive use restrictions contained in Section 5.31 of the Municipal Code; which shall include a reliable mapping of the proposed location and distances to all sensitive uses, satellite mapping is preferred;

3. Each applicant under the application will undergo a Fingerprint-Based Criminal History Records Check; which will include Live Scan and any indicated follow-up investigation, and

4. Government issued identification to determine that each applicant, manager, and employee of the medical cannabis facility is over twenty-one (21) years of age.

All eligible applications will be notified, in writing, that they have passed Stage 1 and will be allowed ninety (90) days to provide documentation for consideration for onto Stage 2.

B. Stage 2 – Applicant and Facility Evaluation and Scoring:

1. In the initial portion of Stage 2, applications are scored via a point system that weighs the various components of the application requirements under the City Code as follows:

a. Qualifications (including residency) of the applicants, managers, and employees – **50 points**

b. Comprehensive site plan and floor plan of the facility which includes the dimensions of the interior floor plan; location of all exist doors, width of doors and panic hardware; principal uses of the floor area including, storage areas and restricted areas. – **100 points**

i. Photographic evidence accurately depicting the entire interior and exterior and exterior of the proposed site(s), including entrance(s), street frontage(s), parking, front, rear and sides of the proposed site.

c. Security plan – **200 points**

i. Identification of companies providing security services, including California Business Private Patrol Operator (PPO) license number, PPO.

ii. Identification of a security liaison

iii. Identification physical security measures

iv. Identification of surveillance system coverage and recording

v. Number of security personnel.

- vi. 24-hour and off-business hour security, surveillance and monitoring.
- vii. Detailed description of security plan including security diagrams
- viii. Fire and emergency response plan.
- d. Business plan including financial information, revenue and expense projections, capital investment and operating reserves – **200 Points**
- e. Community benefits plan with a dedicated community liaison – **100 Points**
- f. Standard operating procedures demonstrating operational compliance – **100 points**
- g. Procedures for identifying, managing, and disposing of contaminated, adulterated, deteriorated or excess cannabis or cannabis products – **50 points**
- h. Procedures for inventory control including a detailed description of inventory tracking software and procedures – **150 points**
- i. An odor management plan, including a detailed description of the ventilation system used in the medical cannabis facility including but not limited to how the ventilation systems mitigate odor from and how to mitigate the noxious fumes or gases. – **50 points**
- j. Signage plan – **25 points**
- k. Proposed development agreement with no less than 1% of gross revenues dedicated to public safety funding to be provided by the City – **100 Points**

Section 4. CANNABIS FACILITIES AND REGULATIONS.

A. Cannabis Facility Infrastructure and Security Regulations

Cannabis facilities shall comply with the following infrastructure and security regulations:

1. Alarms and closed-circuit television.

- a. A Sheriff's Department approved, 24-hour centrally monitored alarm system is required. The system shall automatically notify the Sheriff's Department dispatch and allow camera system access for dispatch to relay vital information to responding officers on alarm activations.
- b. Closed circuit television ("CCTV") video monitoring shall be installed that meets the following criteria:

- i. Continuous 24-hour operation and recording with minimum archival period of 30 days.
- ii. Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in interior and exterior areas where medical cannabis or medical cannabis products is present at any time.
- iii. Sufficient cameras, angles of observation and lighting to allow facial feature identification of persons in the immediate exterior areas of doors, windows, or other avenues of potential access.
- iv. All CCTV recordings shall be accessible to law or code enforcement officers at all times during operating hours and otherwise upon reasonable request. All CCTV recording systems shall have the capability of producing tapes, DVDs or other removable media of recordings made by the CCTV system, including still photograph images.
- v. To prevent tampering, the recorder shall be kept in a secure, locked location and all recordings shall be date and time stamped.

2. Windows.

- a. Windows and glass panes shall have vandal-resistant glazing, shatter-resistant film, glass block, or bars installed equipped with latches that may be released quickly from the inside to allow exit in the event of emergency.
- b. Windows vulnerable to intrusion by a vehicle must be protected by bollards or landscaping grade separation reasonably sufficient to prevent such intrusion.

3. Roofs, roof hatches, sky lights, and ceilings.

- a. All means of gaining unauthorized access to the roof shall be eliminated. Exterior roof ladders shall be secured with locked ladder covers.
- b. Roof hatches and skylights shall be secured so as to prevent intrusion.

4. Visibility.

- a. Cannabis or cannabis products or graphics depicting cannabis or cannabis products within the cannabis facility shall not be visible with the naked eye from the perspective of a pedestrian immediately exterior to the property line of the cannabis facility.
- b. Exterior landscaping within 10 feet of a cannabis facility shall be free of locations which could reasonably be considered places where a person could conceal themselves considering natural or artificial illumination.

c. Exterior building lighting and parking area lighting must be of sufficient foot-candles and color rendition, so as to allow the ready identification of any individual committing a crime on site at a distance of no less than forty feet.

5. Fire suppression system.

a. An approved automatic fire sprinkler system fire suppression system, designed in compliance with International Fire Code is required.

6. Entrances, exits, and doors. (Fully Enclosed Sites)

a. A cannabis facility shall have a single plainly identified primary entrance/exit site that is visible from public or common areas.

b. Emergency exits shall be self-closing, self-locking, commercial grade locks equipped with an alarm and not used except in an emergency.

c. Any aluminum door shall be fitted with steel inserts at the lock receptacles.

d. Any outward opening doors shall be fitted with hinge stud kits, welded hinges or set-screw hinge pins.

e. Panic exit hardware shall be "push-bar" design.

f. Double doors shall be fitted with three-point locking hardware and push-bars consistent with fire agency regulations or requirements.

g. All emergency exits shall be solid core doors featuring hinge-pin removable deterrence. Emergency exit doors shall have latch guards at least 12 inches in length protecting the locking bolt area. Latch guards shall be of minimum 0.125-inch thick steel, affixed to the exterior of the door with non-removable bolts, and attached so as to cover the gap between the door and the doorjamb for a minimum of six inches both above and below the area of the latch.

h. All glass doors or doors with glass panes shall have shatter-resistant film affixed to prevent glass breakage.

7. Identification and access badges.

a. Managers and employees of a cannabis facility shall wear identification badges with photo identification on breakaway style lanyards, at chest height.

b. The identification badges shall be the means to access areas of the cannabis facility not designed for public access.

c. The identification badge access system shall have a duress feature.

d. The identification badge access system shall have a readily available recorded log for entry/exit time of areas of the cannabis facility not designed for public access. The electronic logs must be retained for 90 days.

8. Biometric access system.

a. Entrances to areas of a cannabis facility where cannabis or cannabis products are cultivated, manufactured, processed, stored, tested, or labeled must have biometric scanners for individual unmistakable identifying access.

b. The biometric access system shall have a duress feature.

c. The biometric access system shall have a readily available recorded log for entry/exit time for to the secured areas. The electronic logs must be retained for 90 days.

9. Security personnel.

a. A cannabis facility shall utilize adequate security personnel and patrols to ensure the safety of persons and to protect the facility from theft during business hours at all times.

b. All security personnel utilized by the cannabis facility shall be licensed and possess a valid Department of Consumer Affairs "Security Guard Card" at all times.

10. Security liaison.

a. A cannabis facility shall provide the City Manager or designee with the name, telephone number, and email address of a security liaison to whom the City can provide notice if there are security problems associated with the cannabis facility or refer members of the public who may have any concerns or complaints regarding the security of the cannabis facility. Each cannabis facility shall also provide the above information to all businesses and residences located within 1000-foot radius of the cannabis facility premises.

b. The security liaison shall be reasonably available to meet with the City Manager, County Sheriff, or their designees, regarding any security related measures or and operational issues.

c. Any other infrastructure and security condition included in the development agreement between the cannabis facility and the City pursuant to Title 5.31 of the Municipal Code.

11. Cannabis Facility General Operating Requirements

In addition to the operating requirements applicable to cannabis facilities contained in the Municipal Code, cannabis facilities shall comply with the following general operating requirements:

1. A cannabis facility shall post, in a prominent location within the facility, a copy of its cannabis facility regulatory permit and a document that provides (a) the name, telephone

number, and address of a person(s) authorized to accept service of process on behalf of the facility, (b) the name, telephone number, and address of the facility's community relations liaison required pursuant to Section 5.31 of the Municipal Code, and (c) the name, telephone number, and address of the facility's security liaison required pursuant to this Resolution.

2. There shall be at least one responsible person at the cannabis facility to act as manager and supervise employees at all times during business hours. Such responsible person shall undergo a Fingerprint-Based Criminal History Records Check and shall not have been convicted of an offense listed in Title 5.31 of the Municipal Code.

3. No recommendations or approvals by a physician to use medical cannabis or medical cannabis products shall be issued at a cannabis facility.

4. All finished cannabis shall be secured and locked in a room, safe, or vault in a manner as to prevent diversion, theft, and loss. No outdoor storage of cannabis or cannabis products is permitted at any time.

5. A cannabis facility shall utilize an inventory and tracking system to track and report on all aspects of the facility's business including, but not limited to, such matters as cannabis tracking, inventory data, and gross sales (by weight and by wholesale). The system must have the capability to produce historical transactional data for review by the City Manager or designee.

6. All cannabis or cannabis products sold by a cannabis facility shall be cultivated by licensed facilities that maintain operations in full conformance with the State and local regulations.

7. Signage and notices.

a. In addition to the requirements otherwise set forth in this section, business identification signage for a cannabis facility shall conform to the requirements of the City Code, including, but not limited to, seeking the issuance of a sign permit.

b. No signs placed on the premises of a cannabis facility shall obstruct any entrance or exit to the building or any window.

c. Each entrance to a cannabis facility shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the cannabis facility is prohibited.

d. Business identification signage shall be limited to that needed for identification only, and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered or retail locations.

e. Signage shall not be directly illuminated, internally or externally.

8. Odor control for Indoor. (Fully Enclosed Sites Only)

a. Odor control devices and techniques shall be incorporated in all cannabis facilities to ensure that odors from cannabis are mitigated to the maximum extent reasonably possible so as to minimize off-site detection. Cannabis facilities shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the cannabis facility that is distinctive to its operation is mitigated to the maximum extent reasonably possible so as to minimize off-site detection, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis facility. As such, cannabis facilities must install and maintain the following equipment, or any other equipment which the City Manager or designee determine is a more effective method or technology:

i. An exhaust air filtration system with odor control that prevents internal odors from being emitted externally.

ii. An air system that creates negative air pressure between the cannabis facility's interior and exterior, so that the odors generated inside the cannabis business are not detectable on the outside of the cannabis business.

9. A cannabis facility shall (i) prohibit loitering by individuals outside the cannabis facility, whether the loitering is occurring immediately outside the cannabis facility or anywhere else on the property or parcel; (ii) on-site consumption of cannabis or alcohol; and (iii) loud car stereos or activities disruptive to the neighboring businesses or residences outside the cannabis facility, whether the disruption is occurring immediately outside the cannabis facility or anywhere else on the property or parcel.

10. A cannabis facility shall notify the City Manager or designee within twenty-four (24) hours after discovering any of the following:

a. Discrepancies identified during inventory.

b. Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of the cannabis business.

c. The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of a medical cannabis facility.

d. Any other breach of security.

13. Agents or employees of the City requesting access to a cannabis facility or the records required to be maintained by a cannabis facility shall be given unrestricted access.

14. A cannabis facility shall implement and monitor procedures for cash management, security, and storage.

15. A cannabis facility shall secure worker's compensation insurance covering employees of the cannabis facility.

C. Cannabis Cultivation Facility Operating Requirements

In addition to the operating requirements applicable to cannabis facilities, cannabis cultivation facilities shall comply with the following operating requirements:

1. A cannabis cultivation facility shall not use pesticides or insecticides prohibited by federal, State, or local law for fertilization or production of edible produce.
2. A cannabis cultivation facility shall comply with all applicable federal, State, and local laws regarding use and disposal of pesticides and fertilizers.
3. A cannabis cultivation facility shall send cannabis cultivated by the facility for batch testing to a cannabis testing center that maintains operations in full conformance with the State and local regulations prior to distribution.
4. Prior to distribution, a cannabis cultivation facility shall package and seal all medical cannabis in tamper-evident packaging and use a unique identifier, such as a batch and lot number or bar code, to identify and track the cannabis.
5. Any other operating requirement included in the development agreement between the cannabis cultivation facility and the City.

----- END -----

CITY OF SAN JUAN BAUTISTA CANNABIS FACILITY APPLICATION

APPLICATION FOR CANNABIS FACILITY PERMIT

(Please Print All Information – Incomplete Applications Will Not Be Accepted)

- (1) Applicant's Name (Legal Ownership Structure): _____
- (2) Business Name (DBA): _____ Business Phone: (____) _____
- (3) Applicant/ Business Email: _____
- (4) Business Site Address: _____
- (5) Date Business Proposes to Open: _____
- (6) Days & Times Premises Are Open For Inspection: _____
- (7) Proposed Use (Select One Only):
Note: You must submit a separate application for each cannabis business.
- ☐ Dispensary Facility ☐ Laboratory Testing ☐ Other (explain) _____
- ☐ Cultivation Facility ☐ Cannabis Delivery
- ☐ Distribution Facility ☐ Manufacturing Facility
- (8) Community Relations Liaison Name: _____
- Community Relations Liaison Phone Number: _____
- Community Relations Liaison Email: _____
- (9) Type of Organizational Structure:
- ☐ Corporation ☐ Partnership ☐ Individual ☐ Unincorporated Association or Club
- ☐ Trust ☐ LLC ☐ Other, explain: _____

OFFICE USE ONLY

- ☐ Building ☐ Fire ☐ (Check Inspecting Department) Date Received: _____
- ☐ Building/Location meets Department Requirements for the proposed use.
- ☐ Building/Location meets Department Requirements for the proposed use subject to the following conditions:

- ☐ Building/Location does not meet Department requirements for the proposed use.

Inspection Completed On (date): _____ By: _____

City Manager

- ☐ CMO finds no basis for denial ☐ CMO finds basis for denial
- ☐ CMO finds no basis for denial with conditions

Conditions or Basis for Denial Request: _____

By: _____ Title: _____ Date: _____

Note: This is NOT a Cannabis Facility Permit. Do not operate until a valid permit is issued.

GENERAL INFORMATION (All Applicants)

- (10) If the applicant is incorporated, attach to this application copies, certified by the Secretary of State, of the Articles of Incorporation, Certificate(s) of Amendment, Statement(s) of Information, By Laws, Restated Articles of Incorporation, and the most recent Annual Report of Officers and Directors.
- (11) If the applicant is an unincorporated association and filed a Statement By Unincorporated Association with the Secretary of State, attach copies, certified by the Secretary of State, of each Statement by Unincorporated Association, Registration of Unincorporated Nonprofit Association, and original & amended Articles of Association to this application.
- (12) If the applicant is an informal unincorporated association, provide copies of the fully executed Articles of Association (AKA Charter or Constitution).
- (13) Fictitious business names or dba's used: _____
- (14) Place and date of filing of fictitious business name statement: _____
- (15) Names and address of all agents and employees authorized to negotiate or otherwise represent individual in connection with any transaction with the City of San Juan Bautista:
- _____
- (16) Name and address of person (agent) authorized to accept service of process in California:
- _____
- (17) State whether you are licensed by any governmental agency to engage in any business. If so, list each such license held, the city in which it is held, and expiration date thereof:
- _____
- (18) Has the Cannabis Facility applicant previously operated in this City or any other county, city, or state under a similar license or permit?
- a. If "Yes," provide the license/permit issuing city, county, state, and the license and/or permit identification number(s):
- _____
- b. Please confirm whether any of these previously issued licenses or permits were revoked or suspended, and the reason(s) why:
- _____
- _____
- (19) Has any owner or business manager ever been convicted of a felony? ☐ Yes ☐ No
If yes, please list provide details of conviction.
- (20) For each Employee convicted of a crime or currently on probation or parole as set forth in Item No. (19) above, attach with this application the first and last name of the Employee, the associated criminal case number(s), the statute(s) violated, the date(s) of conviction, the date(s) of imposition of probation and/or parole, and the name and address of the sentencing court.
- (21) If the applicant owns the property listed in Item No. (4) of the application, enter date of purchase: _____

Note: This is NOT a Cannabis Facility Permit. Do not operate until a valid permit is issued.
Cannabis Facility Application

GENERAL INFORMATION (All Applicants)

- (22) If the applicant rents, leases, or is in the process of leasing and/or purchasing the property listed in Item No. (4), check the boxes below to verify that the applicant has notified the owner(s) and landlord or leasing agent of the proposed Cannabis Business property use.

- ☐ Attached is a copy of proof of ownership, lease, and/or letter of landlord's commitment to lease upon issuance of a license to the proposed business location
- ☐ Attached is an original fully executed Letter of Authorization, for each owner, landlord, and leasing agent of the property listed in Item No. (4) of the application.

NOTE: If the property is owned, rented, or leased by more than one person, a separate authorization form must be submitted for each owner, landlord, and leasing agent or equivalent.

- (23) Does the applicant have a CA Seller's Permit issued by the California State Board of Equalization for the location identified in Item No. (4) of this application? ☐ Yes ☐ No

- a. If "Yes," enter the CA Seller's Permit identification number, and attach a legible copy of the CA Seller's Permit to this application: _____

- (24) Attach photographs accurately depicting the entire interior and exterior of the proposed site(s), including entrance(s), street frontage(s), parking, front, rear and sides of the proposed site.

GENERAL INFORMATION (All Applicants)

- (25) Provide the name, address, telephone number, business license account number, and PPO number of the security company that will be used. NOTE: A copy of the security guards' CA state license must be maintained on file at the business at all times.

- (26) Will an alarm monitoring company be used?

a. If "Yes," provide the name, address, and telephone number of the alarm monitoring company:

- (27) Provide a list of all members with access to the surveillance camera system to be used (Attach additional pages if necessary):

GENERAL INFORMATION (Cont.)

CERTIFICATION OF EMPLOYMENT PRACTICES

I, _____, certify that the business will not employ any person with any
(Name of Business/Owner listed in Item No. (1) of the application)
type of violent or serious felony conviction as specified in Section 667.5 and 1192.7 of the Penal Code or any felony
conviction involving fraud, deceit, or embezzlement. The following shall become a condition of maintaining the
license.

(Signature of Owner/Management Employee)

(Printed Name & Title)

(Date)

(Signature of Owner/Management Employee)

(Printed Name & Title)

(Date)

(Signature of Owner/Management Employee)

(Printed Name & Title)

(Date)

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Cannabis Facility Application

IF APPLYING AS AN INDIVIDUAL

Last Name: _____

First Name: _____

Middle: _____

Title(s) or AKA(s): _____

Residence address: _____

Home/Business Telephone: _____

Cell Phone: _____

Email Address: _____

Race: _____ **Sex:** _____ **Hair:** _____ **Eyes:** _____ **Height:** _____ **Weight:** _____

Date of Birth (mm/dd/yyyy): _____ **Place of Birth:** _____

Social Security Number: _____

Driver's License or Identification Card Number: _____

State of Issue: _____

Federal Tax ID Number (if applicable): _____

Seller's Permit Number (if applicable): _____

IF APPLYING AS A PARTNERSHIP

Check One Box:

☐ General Partnership

☐ Limited Partnership/ LLP

☐ Limited Liability Corporation/ LLC

Name of Partnership: _____

Federal Tax ID Number (if applicable): _____

Seller's Permit Number (if applicable): _____

Percentage of Partnership

Name and residence addresses of **General Partners:** Interest:

%

%

%

%

Names and residence addresses of **Limited Partners:** Interest:

%

%

%

%

Place and date of filing Articles or Certificate of Partnership or Limited Partnership:

Please Note:

Attach certified copies of *Articles of Partnership or Limited Partnership*, or other written evidence of partnership status and all amendments thereto this application.

IF APPLYING AS A PARTNERSHIP (cont.)

PRINCIPAL PARTNER I

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Business Address: _____ Phone: _____

Email Address: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

PRINCIPAL PARTNER II

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Business Address: _____ Phone: _____

Email Address: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

PRINCIPAL PARTNER III

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Business Address: _____ Phone: _____

Email Address: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

IF APPLYING AS A CORPORATION

PLEASE ONLY PROVIDE INFORMATION FOR ALL OFFICERS, DIRECTORS, OR SHAREHOLDERS WHO OWN MORE THAN 10% OF THE ISSUED AND OUTSTANDING STOCK

Check One Box:

☐

For-Profit Corporation

☐

Non-Profit Corporation

Name of Corporation:

Corporation Number:

Date and Place of Incorporation:

Location Headquarters:

Federal Tax ID Number:

Seller's Permit Number:

Please attach certified copies of *Articles of Incorporation and By-Laws*, and all amendments to this application.

Name and Residence Address of Corporation Officers (members of the executive board):

Name	Title & Ownership %	Address	Telephone
_____	_____	_____	() _____
_____	_____	_____	() _____
_____	_____	_____	() _____
_____	_____	_____	() _____

Numbers of shares issued by Corporation:

Number of share retained by Corporation:

Name and addresses of shareholders, if ten (10) or less state also the number and type of shares:

Name, address, telephone number, and email address of agent for service of process designated by Corporation with the Secretary of State of California:

IF APPLYING AS A CORPORATION (Cont.)

CORPORATE OFFICER I

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

CORPORATE OFFICER II

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

CORPORATE OFFICER III

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

CORPORATE OFFICER IV

Name: _____ Title: _____

Residence Address: _____ Phone: _____

Email Address: _____ Phone: _____

Race: _____ Sex: _____ Hair: _____ Eyes: _____ Height: _____ Weight: _____

Date of Birth (mm/dd/yyyy): _____ Place of Birth: _____

Driver's License Number: _____ Issuing State: _____

CITY OF SAN JUAN BAUTISTA

PROPERTY OWNER/ LANDLORD AUTHORIZATION FOR INSPECTION AND RIGHT TO OPERATE A CANNABIS FACILITY

I, _____, am the legal owner / landlord / lessor of real property located at
(Name of Property Owner/ Landlord) (Circle One)

_____, San Juan Bautista, California. I authorize the
(Address listed in Item No. (4) of the application)

Cannabis Business entitled _____ to operate a
(Name of Business/Owner listed in Item No. (1) of the application)

cannabis business at the property, as that term is defined in state law and the San Juan Bautista Municipal Code, for the specific use(s) of _____
(Land uses(s) set forth in the Cannabis Facility application – e.g. cultivation, manufacturing, etc.)

set forth in the Cannabis Facility License Application submitted to the City of San Juan Bautista by

_____ and allow the City of San Juan Bautista to enter the property for
(Name of Business/Owner listed in Item No. (1) of the application)

inspection of the property. I further understand that I am responsible for any violation and nuisance activity, which may occur at this property. I declare under penalty of perjury that the foregoing information is true and correct. Executed this _____ day of _____ 20____, at San Juan Bautista, California.

(Signature of legal owner/landlord/lessor)

(Printed Name & Title)

(Date)

(Signature of legal owner/landlord/lessor)

(Printed Name & Title)

(Date)

(Signature of legal owner/landlord/lessor)

(Printed Name & Title)

(Date)

Note: This is NOT a Cannabis Permit. Do not operate until a valid permit is issued.
Cannabis Facility Application

CITY OF SAN JUAN BAUTISTA

NOTARY ACKNOWLEDGEMENT FORM

The notarized signature of the majority representative owner or owners, as established by deed or contract, of the subject property or properties is required for the filing of this application.
(Additional sheets may be attached if needed.)

On _____ before me, _____ the undersigned,
DATE (WRITE NAME OF NOTARY)

a Notary Public in and for said County, duly commissioned,

personally appeared _____
NAME(S) OF SIGNER(S)

NAME(S) OF SIGNER(S)

☐ personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

WITNESS my hand and official seal

PLACE NOTARY SEAL ABOVE

Notary Public in and for the County
of San Benito, State of California

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of type of Document: PROPERTY OWNER/ LANDLORD AUTHORIZATION FORM

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Title(s): _____ Title(s): _____

APPLICATION ATTACHMENTS

In addition to the Cannabis Permit Application, the following list of required attachments:

1. Complete interior floor plan on paper no larger than 11" x 17" (multiple sheets allowed) to include the following information:
 - a. Dimensions of interior floor plan.
 - b. Indicate location of all exit doors, widths of doors and panichardware.
 - c. Principal uses of the floor area including where non-patients will be permitted, private consulting areas, storage areas, retail areas, areas for cash handling and storage, and restricted areas
 - d. Show the separation of the areas that are open to persons who are not patients from those areas open to patients

NOTE: All areas of proposed business site must be disabled access compliant pursuant to Title 24 of the State of California Code of Regulations and the Americans with Disabilities Act

2. Proof of Worker's Compensation Insurance including the limits of each policy, policy numbers, name of the insurer, effective date, and expiration date of each policy.
3. Proof of Liability Insurance including the limits of each policy, policy numbers, name of the insurer, effective date, and expiration date of each policy. Insurance must have aggregate policy limits in an amount not less than \$1,000,000.
4. Copy of CA Seller' Permit (for retail businesses only)
5. Copy of your Fictitious Name Filing, if applicable.
6. Corporation, Limited Liability Companies, Limited Liability Partnerships:
 - a. Copy of your Articles of Incorporation
 - b. Copy of your Statement of Information
7. Standard Operating Plan Procedures to include the following information (as outlined in the Regulations):
 - a. General Operating Procedures
 - b. Security
 - c. Operational Security
 - d. Facility Security
 - e. Community Service
 - f. Fire Plan
 - g. Labor Relations/Employee Handbook
 - h. Business Plan / Financials
8. Proof of Ownership, lease, and/or letter of landlord's commitment to lease upon issuance of a license to the proposed business location
9. Proof Entity is Registered and in Good Standing with Secretary of State and Franchise Tax Board
10. Copy of one (1) valid government issued form of identification for each owner and managing member
11. Copy of Live Scan for each owner and business manager

Note: This is NOT a Cannabis Facility Permit. Do not operate until a valid permit is issued.
Cannabis Facility Application

CITY OF SAN JUAN BAUTISTA

ACKNOWLEDGEMENT FORM
Cannabis Facility Permit Application

- ./ I/we consent to onsite inspections of our Cannabis Facility by City of San Juan Bautista officials. Inspections will be conducted by City of San Juan Bautista Officials during regular business hours Monday-Friday 9:00a.m to 5:00 p.m., excluding holidays. The telephone number listed on my application is the number the City can call to provide notice, when possible.
- ./ I/we acknowledge that by submitting the permit application we allow onsite inspections; dogs/animals will be locked up, lock gates will be assessable.
- ./ I/we consent that all structures on parcel that are utilized for Commercial Cannabis Activities will be built in accordance with applicable City of San Juan Bautista Building Codes and permit requirements.
- ./ I/we acknowledge that the information I/we provide with this application may be released as required by law, judicial order, or subpoena, and could be used in a criminal prosecution.
- ./ I/we consent to defend, indemnify, and hold harmless the City of San Juan Bautista from any defense costs, including attorneys' fees or other loss connected with any legal challenge brought as a result of the City of San Juan Bautista's review and/or approval of this Application. I/we agree to execute a formal agreement to this effect on a form provided by the City and available for my inspection.
- ./ I/we will only employ individuals at least eighteen (18) years of age, require a Federal or State issued proof of identification be carried at all times on property, and will comply will all applicable state and federal requirements for payment of payroll taxes, including federal and state income taxes and/or contribution for unemployment insurance, state workers' compensation liability law.
- ./ I/we have reviewed the San Juan Bautista Cannabis Business Ordinance, I/we understand the requirements, will comply with the requirements, and understand the consequences of Non-Compliance.
- ./ I/we acknowledge that the application fee is non-refundable.
- ./ I will comply with Local, State and Federal regulatory agencies.

Print

Signature

Date

Indemnification Form

City of San Juan Bautista Cannabis Facility Application

I _____, hereby agree:

1. I have applied with the City of San Juan Bautista for permission to conduct _____ (state type of facility) commercial cannabis pursuant to City of San Juan Bautista Cannabis Business Ordinance (hereafter "Project").
2. Nothing in this Agreement shall be construed to limit, direct, impede or influence the City of San Juan Bautista's review and consideration of the Project.
3. I shall defend, indemnify, save and hold harmless the City of San Juan Bautista, its elected and appointed officials, officers, employees, agents, contractors and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever (including, but not limited to; any approvals issued in connection with any of the above described application(s) by City; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by City's advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commissions, or City Council; and attorneys' fee and costs awards) arising out of, or in connection with the City's review or approval of the project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors. With respect to review or approve, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the project, including any contention the project or its approval is defective because a City ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation, hereunder shall apply regardless of whether the City of San Juan Bautista prepared, supplied or approved plans, specifications or both.
4. The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
5. City of San Juan Bautista shall have the absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the City upon demand. Such resources include but are not limited, staff time, court costs, City Attorney's time at its regular rate for non-City agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
6. For any breach of this obligation the City of San Juan Bautista may rescind its approval of the Project.
7. The Applicant shall not be required to pay or perform any settlement unless the Applicant, which approval shall not be unreasonably withheld, approves the settlement in writing. The City of San Juan Bautista must approve any settlement affecting the rights and obligations of the City.
8. This agreement shall be construed and enforced in accordance with the laws of the State of California.
9. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the San Benito County Superior Court.
10. The Applicant shall pay all court ordered costs and attorney fees.
11. The defense and indemnification of the City of San Juan Bautista set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceedings.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Print Name

Signature

Date