



# City of San Juan Bautista

*The "City of History"*

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## AGENDA

### REGULAR CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS  
311 Second Street  
San Juan Bautista, California

**FEBRUARY 19, 2019**

*In compliance with the American with Disabilities Act, if you need special assistance to attend or participate in the meeting, please call the City Clerk's Office at (831) 623-4661, extension 13 at least 48 hours prior to the meeting.*

*Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 311 Second Street, San Juan Bautista, California during normal business hours.*

**1. Call to Order**

**Pledge of Allegiance  
Roll Call**

**6:00 PM**

**2. Public Comment**

**3. Consent Items**

All matters listed under the Consent Agenda may be enacted by one motion authorizing actions indicated for those items so designated. There will be no separate discussion of these items unless requested by a member of the City Council, a staff member, or a citizen.

**A. Approve Affidavit of Posting Agenda**

**B. Approve Minutes for the January 22, 2019 Special Meeting**

**C. Adopt Ordinance 2019-01 Adding Chapter 5.32 "Cannabis Business Activities Tax Ordinance of the City of San Juan Bautista" to Title 5 "Public Health, Safety and Welfare" of the San Juan Bautista Municipal Code (Second Reading & Adoption)**

**D. Approve Resolution 2019-XX Concurring in Nomination to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority ("ACWA JPIA")**

**E. Approve Resolution 2019-XX in Support of the San Benito County 2020 Census Complete County Committee**

**F. Approve Resolution 2019-XX Authorizing Street Closures for Car Show and Spring Equinox/Indigenous New Years Event**

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

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

**A. Monthly Financial Statements**

**B. City Manager's Report**

**C. Building and Planning Report**

- D. Reports from City Council Appointees to Regional Organizations and Committees**
- E. Strategic Plan Committee Report**

**5. Action Items**

- A. Consider Approval of a Fire Protection Contract with City of Hollister for Seven (7) Years in the amount of \$228,000 with 3% annual increases**
  - i. Staff Report: City Manager LaForge
  - ii. Discussion
  - iii. Public Comment
  - iv. Possible Action:  
Approve Resolution 2019-XX Approving a Contract Between the City of SJB and the City of Hollister for Fire Protection Services
- B. Consider Changes to Security Requirements for Rental of SJB Community Hall**
  - i. Staff Report: City Manager LaForge
  - ii. Discussion
  - iii. Public Comment
  - iv. Possible Action:  
Approve by consensus changes to security requirements for renters of the SJB Community Hall
- C. Consider Amendment to the 2018-2019 Fiscal Budget Transferring \$38,000 from Capital Improvements Projects for Purchase of a Kubota Tractor**
  - i. Staff Report: City Manager LaForge
  - ii. Discussion
  - iii. Public Comment
  - iv. Possible Action:  
Approve Resolution 2019-XX Authorizing an Amendment to the 2018-2019 Fiscal Budget for purchase of a Kubota Tractor

**6. Discussion Items**

- A. Revisit Council's List of Representatives to Committees**
- B. Sesquicentennial Event Update – Ann Fritch**
- C. Council Training Opportunities – Deputy City Clerk Paetz**
- D. Weekly Old Town Block Party – Mayor Flores**

**7. Comments**

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

**8. Closed Session**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (one potential case)

**9. Adjournment**

**AFFIDAVIT OF POSTING**

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 14<sup>th</sup> DAY OF FEBRUARY 2019, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

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

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 14<sup>th</sup> DAY OF FEBRUARY 2019.



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TRISH PAETZ, DEPUTY CITY CLERK

**CITY OF SAN JUAN BAUTISTA  
SPECIAL CITY COUNCIL MEETING  
JANUARY 22, 2019  
DRAFT MINUTES**

**1. CALL TO ORDER** - Mayor César Flores called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE** - Mayor César Flores lead the pledge of allegiance.

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

**Staff Present:** City Manager LaForge, City Attorney Mall, City Clerk Cent, Associate Planner Kennedy

**2. PUBLIC COMMENT ONLY ON ITEMS ON THE AGENDA**

Georganna Gularte, on behalf of the San Juan Bautista Historical Society, donated a copy of their 2019 calendar to City Hall; permission was received in advance to make this public comment. Jim Gillio, from Hollister and a member of the San Benito County Board of Supervisors, congratulated the new Council members. Rachel Ponce asked why public comment was only on items on the agenda.

**3. CONSENT ITEMS**

**A. Approve Affidavit of Posting Agenda**

**B. Approve Minutes for the December 18, 2018 Council Meeting**

**C. Adopt Ordinance 2019-01 Cannabis Business (Second Reading & Adoption)**

**D. Approve Resolution 2019-01 Authorizing Street Closures for Car Show and Fun Run**

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

Item 3C was pulled from the Consent Items by staff. No public comments were received. Vice Mayor Edge made a motion to approve the Consent Items except for Item 3C, seconded by Council Member Jordan. The motion passed unanimously.

**4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS**

**A. Presentation of Plaques Honoring Past Planning Commissioners and Historic Resources Board Members Darlene Boyd and Ernest Franco**

**B. Monthly Financial Statements**

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

**C. City Manager's Report**

City Manager LaForge reviewed her report. There was no public comment.

#### **D. Monthly Construction Report**

The City Engineer was not present. City Manager LaForge reviewed the reports. There was no public comment.

#### **E. City Engineer's Report**

City Manager LaForge reported that City Engineer Dobbins of Harris & Associates had accepted another position. Frank Lopez of Harris & Associates would be replacing him and would be present at the next Planning Commission Meeting. Council members asked questions and there was discussion. There was no public comment.

#### **F. Building and Planning Report**

City Manager LaForge reviewed the report. There was no public comment.

#### **G. Reports from City Council Appointees to Regional Organizations and Committees**

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

#### **H. Strategic Plan Committee Report**

Strategic Plan Committee Secretary Kennedy reported on the last meeting. There was no public comment.

### **5. ACTION ITEMS**

#### **A. Authorize a Contract for Completion of the Housing Element with EMC Planning Group in the Amount of \$44,000**

Associate Planner Kennedy reviewed the staff report. There was no public comment. Vice Mayor Edge made a motion to approve Resolution 2019-02 approving a contract with EMC Planning Group to provide services to prepare a housing element. It was seconded by Council Member Jordan. The motion passed 5-0.

#### **B. Declare a Nuisance at 107 Third Street, La Casa Rosa**

City Attorney Mall gave a report. Public comment was received from Jackie Morris on the engineer's report and fines related to the property. There was discussion and questions from Council Members. City Attorney Mall responded with options through the courts and with fines. Council Member DeVries requested a future closed session to discuss court actions. Public comment was received from Mirjana Tomas supporting stronger action regarding this property. Rachel Ponce asked questions about the balcony and the proposed wood posts to make it safe. City Manager LaForge provided additional information. Council Member Jordan made a motion to approve Resolution 2019-03 Declaring a Public Nuisance to Exist on Assessor Parcel No. 002-021-004 Commonly Known as 107 Third Street, and Directing the City Manager to Post, Publish, and Mail Notice of Hearing to Consider Abatement of Said Public Nuisance. The motion was seconded by Vice Mayor Edge. The motion passed unanimously.

### **6. DISCUSSION ITEMS**

#### **A. Mid-year Budget Review**

This item was pulled by City Manager LaForge. There was no discussion. There was no public comment.

**B. Update on Fire Protection Contract with City of Hollister**

Hollister Fire Chief Bob Martin Del Campo spoke regarding the contract. City Manager LaForge gave a report on the status of the contract. No public comment was received.

**C. Workshop to Discuss Council's Mission Statement, Vision, and Core Values**

City Manager LaForge asked the City Council to meet for a workshop at a special meeting.

**D. Review of Code of Ethics**

City Manager LaForge reviewed the Code of Ethics. Public comment was received from Jackie Morris in support of the code applying to staff as well. Mirjana Tomas asked what happened to a regular meeting and wants a dialog with the Council Members. Rachel Ponce spoke in support of going over the Code of Ethics every year. Vice Mayor Edge reported Ethics was one of the classes at the recent conference in Sacramento attended by the three newly elected council members.

**E. Weekly Old Town Block Party**

Mayor Flores started discussion on having block parties in Old Town. He requested that it be an agenda item to work on it. No public comment was received.

**F. Update on Celebration of Life for Jim West in January 2019**

Mayor Flores reported on the Park Dedication and Library Shelf Dedication held on Saturday, January 19, 2019. City Manager LaForge requested that staff send out Outlook invites/reminders to Council Members for future events. No public comment was received.

**7. COMMENTS**

**A. City Council**

Mayor Flores and Council Member Jordan reported on the New Mayor/Council Member training held in Sacramento by the League of California Cities. Council Member Freeman mentioned the League holds a training conference in Monterey in June.

**B. City Manager**

City Manager LaForge asked that all Council Members participate in making motions and seconds.

**C. City Attorney**

No comments received.

**8. ADJOURNMENT**

The meeting adjourned at 7:27 P.M.

## **CITY OF SAN JUAN BAUTISTA**

### **CITY COUNCIL STAFF REPORT**

To: The Honorable Mayor and Council Members

From: The City Attorney

**RE: ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA ADDING CHAPTER 5-32 “CANNABIS BUSINESS ACTIVITIES TAX ORDINANCE OF THE CITY OF SAN JUAN BAUTISTA” TO TITLE 5 “PUBLIC HEALTH, SAFETY AND WELFARE” OF THE SAN JUAN BAUTISTA MUNICIPAL CODE AND APPROVAL OF AN EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Date: December 11, 2018

REQUEST:

It is requested that the City Council:

1. Approve the environmental review; and
2. Review and approve by first and second reading the attached Ordinance to tax cannabis business activities.

BACKGROUND

The City Council placed a ballot measure on the ballot for the November General Election for the voters to approve a general tax on cannabis business activities. The November Election results were certified on November 28, 2018 and the measure passed by more than 50% of the vote. For purposes of Proposition 218, the measure has passed and an ordinance can now be adopted to implement the tax.

ENVIRONMENTAL REVIEW

The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq. (“CEQA”) and 14 Cal. Code Reg. §§ 15000 et seq. (“CEQA Guidelines”), and would not be a project pursuant to 14 CCR 15378(3)(4),(5)

DISCUSSION

Pursuant to Section 5-31-290 of the City Code, the Cannabis Facilities Regulatory Permit Ordinance does not “become operative and applications for a regulatory permit ... 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.

The voters approved the City tax on cannabis activities and the election result was certified. The City Council previously reviewed the Ordinance to tax cannabis business activities, which is attached as Exhibit "A." The City was required to wait until the tax was approved by the majority of the voters at a General Election, as required by Proposition 218, until it formally adopted the Ordinance. Since that has occurred, enactment of the Ordinance is now required by a first reading at the December meeting and second reading in January.

It is noted that permits will not be issued until written implementing regulations are approved by the City Council. Such regulations have been drafted but there have been staff changes since the regulations were drafted. The City Manager will need to ensure that the regulations present a viable procedure for accepting, selecting and issuing permits and that there is adequate staffing. The City Council may want to appoint a new member to the ad hoc committee, to replace Council Member Martorana, for final review of the Regulations and other tasks as required by the City Manager. The final version of the Regulations will then be presented to the City Council for adoption by resolution, together with an Ordinance to repeal the current ban on all cannabis related activities. It will take two readings of the Ordinance and a wait of thirty days for it to be effective. The process for issuing permits can then commence.

#### CONCLUSION

It is recommended that the City Council approve the attached Ordinance and direct staff to return with the Regulations, for adoption by resolution.



**Exhibit “A”**

**ORDINANCE NO. 2019-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN  
BAUTISTA ADDING CHAPTER 5.32 “CANNABIS BUSINESS ACTIVITIES TAX  
ORDINANCE OF THE CITY OF SAN JUAN BAUTISTA” 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 5.32 “CANNABIS BUSINESS ACTIVITIES TAX  
ORDINANCE OF THE CITY OF SAN JUAN BAUTISTA” TO THE SAN JUAN  
BAUTISTA MUNICIPAL CODE**

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

**Chapter 5.32**

**CANNABIS BUSINESS ACTIVITIES TAX**

**Sections:**

5.32.010	Title
5.32.020	Authority and Purpose
5.32.030	Intent
5.32.040	General Tax
5.32.050	Definitions
5.32.060	Tax Imposed
5.32.070	Exemptions
5.32.080	Tax, Penalties, Interest, and Fees as a Debt
5.32.90	Administration
5.32.100	Registration; Change of Ownership
5.32.110	Reporting and Remittance of Tax
5.32.120	Deficiency
5.32.130	Delinquency; Notice Not Required By City
5.32.140	Penalties, Fees, and Interest
5.32.150	Waiver of Penalties
5.32.160	Refunds; Credits
5.32.170	Notice of Assessment

- 5.32.180 Assessment Hearing
- 5.32.190 Appeal From Assessment Hearing
- 5.32.200 Enforcement
- 5.32.210 Apportionment
- 5.32.220 Constitutionality and Legality
- 5.32.230 Recordkeeping; Audit
- 5.32.240 Other Licenses, Permits, Tax, Fees, or Charges
- 5.32.250 Payment of Tax Does Not Authorize Unlawful Activities
- 5.32.260 Manner of Giving Notice
- 5.32.270 Unlawful Activities Designated; Misdemeanor
- 5.32.280 Violation; Taxes Not Waived
- 5.32.290 Severability
- 5.32.300 Remedies Cumulative
- 5.32.310 Amendment or Repeal

**5.32.010- TITLE.**

This article shall be known as the “Cannabis Business Activities Tax Ordinance of the City of San Juan Bautista.”

**5.32.020- AUTHORITY AND PURPOSE.**

- (A) This article is adopted pursuant to the MAUCRSA, specifically California Revenue and Taxation Code Section 34021.5, as may be amended, California Government Code Section 53724, California Elections Code Section 9217, and upon approval by the electorate in accordance with Section 2 of Article XIII C of the Constitution of the State of California and Government Code Section 53723.
- (B) This article is adopted to achieve the following purposes, among others, and directs that the provisions herein be interpreted in order to accomplish those purposes:
  - a. To impose a tax upon cannabis businesses for the privilege of engaging in cannabis business activities, whether medicinal or non-medicinal, in the City of San Juan Bautista.
  - b. To specify the type of tax, the rate of tax to be levied, and the method of collection.
  - c. To comply with all requirements of imposition of a general tax, such tax to become operative only if submitted to the electorate and approved by a majority vote of the voters voting in the election on the issue.

**5.32.030 - INTENT.**

- (A) This article is enacted solely for the purpose of raising revenue for general City purposes, and is not intended to be regulatory.
- (B) Nothing in this article is intended, nor shall be construed, to exempt cannabis businesses from compliance with all applicable provisions of the San Juan Bautista Municipal Code and all other applicable State and federal laws.
- (C) The intent of this article is to levy a tax on all cannabis businesses that operate in the City, regardless of whether such business would have been legal at the time this article was enacted. Nothing in this article shall be interpreted to authorize or permit

any cannabis business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

- (D) The Cannabis Business Activities Tax is levied based upon gross receipts and/or square footage of cannabis plant canopy, depending on the type of cannabis business activity in which a cannabis business is engaged.
- (E) The Cannabis Business Activities Tax is an excise tax, i.e., it is not a sales and use tax, a transaction and use tax, a tax upon income, a tax upon real property, or any other type of tax.

#### **5.32.040 - GENERAL TAX.**

The Cannabis Business Activities Tax is a general tax enacted solely for general governmental purposes of the City and not for specific purposes. All of the proceeds from the tax imposed by this article shall be placed in the City's general fund and used for unrestricted general revenue purposes.

#### **5.32.050 - DEFINITIONS.**

- (A) "Cannabis" means all parts of the plant Cannabis Sativa Linnaeus, Cannabis Indica, or Cannabis Ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.
- (B) "Cannabis business," means any person engaged in any cannabis business activity, as those terms are defined in this article.
- (C) "Cannabis business activity" or "cannabis business operation" shall have the meaning set forth in California Business and Professions Code Section 26001, subdivision (k). Cannabis business activity does not include personal cultivation as defined by Health and Safety Code Section 11362.2, as may be amended.
- (D) "Cannabis Business Activities Tax" means the tax due under this article for engaging in cannabis business activities in the City.
- (E) "Cannabis products" shall have the same meaning set forth in Revenue and Taxation Code Section 34010, subdivision (g).
- (F) "Canopy," "canopy area," "plant canopy," "plants canopy area," or "cultivation area" means the cumulative total square footage of all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether contiguous or non-contiguous, including the space between plants within the canopy area, on any one site as calculated by the City Manager, or their designee, but does not include aisles or other open areas outside the canopy area. The canopy includes, but is not limited to, the area occupied by cannabis plant seeds, seedlings, immature plants, mature plants, or any cannabis plant, or part thereof, in any stage of processing, including

harvesting, drying, curing, trimming, etc.

- (G) “City” means the City of San Juan Bautista.
- (H) “Cultivation” means any activity involving the propagation, planting, growing, harvesting, or processing, as defined in this article, of one or more cannabis plants, or any part thereof, in any location, indoor or outdoor, including from within a fully enclosed and secure building or structure.
- (I) “Cultivator” means a person engaged in the cultivation of cannabis.
- (J) “Delivery” shall have the same meaning set forth in California Business and Professions Code Section 26001, subdivision (p).
- (K) “Distributor” means a person engaged in the distribution of cannabis and/or cannabis products between cannabis businesses.
- (L) “Distribution” means the procurement, sale, and transport of cannabis and cannabis products.
- (M) “Engaged in [cannabis business activities]” means the means the commencing, conducting, operating, managing or carrying on of a cannabis business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities. A person shall be deemed engaged in cannabis business activities within the City if:
  - (1) Such person or person's employee maintains a fixed place of business within the City for the benefit or partial benefit of such person;
  - (2) Such person or person's employee owns or leases real property within the City for business purposes;
  - (3) Such person or person's employee regularly maintains a stock of tangible personal property in the City for sale in the ordinary course of business;
  - (4) Such person or person's employee regularly conducts solicitation of business within the City;
  - (5) Such person or person's employee performs work or renders services in the City; and
  - (6) Such person or person's employee utilizes the streets within the City in connection with the operation of motor vehicles for business purposes.The foregoing specified activities shall not be a limitation on the meaning of “engaged in [cannabis business activities].”
- (N) “Gross Receipts” shall have the same meaning as set forth in California Revenue and Taxation Code Section 6012.
- (O) “Manufacture” means the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.
- (P) “Manufacturer” means a person engaged in the manufacture of cannabis and/or cannabis products.
- (Q) “MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, California Business and Professions Code Section 26000 et seq.
- (R) “Microbusiness” shall have the meaning set forth in the California Business and Professions Code Section 26070, subdivision (a)(3)(A).

- (S) “Non-medicinal cannabis” means cannabis used for adult-use, recreational, or non-medicinal purposes.
- (T) “Nursery” means a cannabis business that engaged only in the production of cannabis clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis.
- (U) “Person” means an individual, firm, partnership, joint venture, association, corporation, cooperative, company, collective, organization, business, and/or entity.
- (V) “Process” or “processing” means all cannabis business activities associated with drying, curing, grading, trimming, storing, packaging, and labeling of raw cannabis, or any part thereof, for transport.
- (W) “Propagate” or “propagation” means to cultivate immature plants from cannabis plant cuttings or seeds.
- (X) “Retail sale,” “sell,” and “to sell” include any transaction whereby, for any consideration, title to cannabis or cannabis products is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of cannabis or cannabis products by a cannabis permittee to the cannabis permittee from whom the cannabis or cannabis product was purchased.
- (Y) “Retailer” means a person engaged in the retail or sale of cannabis and/or cannabis products.
- (Z) “Testing laboratory” or “laboratory” means a laboratory, facility, or entity in California that offers or performs tests of cannabis or cannabis products and that is accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.
- (AA) “Transport” or “transportation” means the transfer of cannabis from the licensed cannabis business site of one MAUCRSA licensee to the licensed cannabis business site of another MAUCRSA licensee for the purposes of conducting cannabis business activities as authorized pursuant to California Business and Professions Code Section 26000 et seq. Cannabis may only be transported inside of a commercial vehicle or trailer and may not be visible or identifiable from outside of the commercial vehicle or trailer. Transportation by means of aircraft, watercraft, drones, rail, human powered vehicles, and unmanned vehicles is prohibited. The County shall not prevent the carriage of cannabis or cannabis products on public roads by a MAUCRSA licensee acting in compliance with State law to transport cannabis or cannabis products from the licensed cannabis business site of one MAUCRSA licensee to the licensed cannabis business site of another MAUCRSA licensee.
- (BB) “Transporter” means a person engaged in the transportation of cannabis and/or cannabis products between cannabis businesses.

#### **5.32.06 - TAX IMPOSED.**

- (A) There is established and imposed a Cannabis Business Activities Tax at the rates set forth in this article.
- (B) Each person engaged in any cannabis business activity in the City, regardless if the

cannabis business has been issued a permit to operate lawfully in the City or is operating unlawfully, shall pay an annual Cannabis Business Activities Tax. Said tax shall be imposed upon any and all cannabis business activities, regardless of whether the activity is undertaken individually, collectively, or cooperatively, and regardless of whether the activity is for compensation or gratuitous.

(C) Tax on Cultivation Type Cannabis Business Activities.

1. Every person who is engaged in cultivation type cannabis business activities in the City shall pay an annual Cannabis Business Activities Tax, which shall be determined on a square footage basis, i.e., the “canopy” as that term is defined herein.
2. The minimum and maximum rates of the Cannabis Business Activities Tax for cultivation type cannabis business activities shall be as follows:

<b>Cannabis Business Activity Type: Cultivation</b>	<b>Minimum</b>	<b>Maximum</b>
Nursery	\$3.00	\$12.00
Outdoor (specialty cottage)	\$3.00	\$12.00
Outdoor (specialty)	\$3.00	\$12.00
Outdoor (small)	\$3.00	\$12.00
Outdoor (medium)	\$3.00	\$12.00
Outdoor (large)	\$3.00	\$12.00
Indoor (specialty cottage)	\$3.00	\$12.00
Indoor (specialty)	\$3.00	\$12.00
Indoor (small)	\$3.00	\$12.00
Indoor (medium)	\$3.00	\$12.00
Indoor (large)	\$3.00	\$12.00
Mixed-Light (specialty cottage)	\$3.00	\$12.00
Mixed-Light (specialty)	\$3.00	\$12.00
Mixed-Light (small)	\$3.00	\$12.00
Mixed Light (medium)	\$3.00	\$12.00
Mixed-Light (large)	\$3.00	\$12.00

3. Beginning on July 1, 2020, and on July 1 of each succeeding fiscal year thereafter, the Cannabis Business Activities Tax imposed by this Subdivision shall increase by the most recent change in the annual average of the Consumer Price Index (“CPI”) for all urban consumers in the San-Francisco-Oakland-San-Jose areas as published by the United States Government Bureau of Labor Statistics. However, no CPI adjustment resulting in a decrease of any tax imposed by this subdivision shall be made.
4. The City Council may, in its discretion, at any time by resolution or

ordinance, set the initial rate and/or adjust the tax rate for all persons engaged in any cannabis business activity in the City, or establish differing tax rates for different categories of cannabis businesses, including medicinal or non-medicinal cannabis businesses, subject to the minimum and maximum rates established in Subdivisions (C)(2) and (C)(3) above.

(D) Tax on Distribution Type Cannabis Business Activities.

1. Every person who is engaged in distribution type cannabis business activities in the City shall pay an annual Cannabis Business Activities Tax, which shall be determined on a gross receipts per fiscal year basis.
2. The minimum and maximum rates of the Cannabis Business Activities Tax for distribution type cannabis business activities shall be as follows:

<b>Cannabis Business Activity Type: Distribution</b>		
	<b>Minimum</b>	<b>Maximum</b>
Distributor	2%	8%
Distributor (Transportation-Only)	0.5%	8%

3. The City Council may, in its discretion, at any time by resolution or ordinance, set the initial rate and/or adjust the tax rate for all persons engaged in any cannabis business activity in the City, or establish differing tax rates for different categories of cannabis businesses, including medicinal or non-medicinal cannabis businesses, subject to the minimum and maximum rates established in Subdivision (D)(2) above.

(E) Tax on Manufacturing Type Cannabis Business Activities.

1. Every person who is engaged in manufacturing type cannabis business activities in the City shall pay an annual Cannabis Business Activities Tax, which shall be determined on a gross receipts per fiscal year basis.
2. The minimum and maximum rates of the Cannabis Business Activities Tax for manufacturing type cannabis business activities shall be as follows:

<b>Cannabis Business Activity Type: Manufacturing</b>		
	<b>Minimum</b>	<b>Maximum</b>
Manufacturing (Level 1)	2%	8%
Manufacturing (Level 2)	2%	8%

3. The City Council may, in its discretion, at any time by resolution or ordinance, set the initial rate and/or adjust the tax rate for all persons engaged in any cannabis business activity in the City, or establish differing tax rates for different categories of cannabis businesses, including medicinal or non-medicinal cannabis businesses, subject to the minimum and

maximum rates established in Subdivision (E)(2) above.

(F) Tax on Microbusiness Type Cannabis Business Activities.

1. Every person who is engaged in microbusiness type cannabis business activities in the City, which shall be determined on a gross receipts per fiscal year basis.
2. The minimum and maximum rates of the Cannabis Business Activities Tax for microbusiness type cannabis business activities shall be as follows:

<b>Cannabis Business Activity Type:</b>		
<b>Microbusiness</b>	<b>Minimum</b>	<b>Maximum</b>
Microbusiness (Retailer)	2%	8%
Microbusiness (Non-Retailer)	2%	8%

3. The City Council may, in its discretion, at any time by resolution or ordinance, set the initial rate and/or adjust the tax rate for all persons engaged in any cannabis business activity in the City, or establish differing tax rates for different categories of cannabis businesses, including medicinal or non-medicinal cannabis businesses, subject to the minimum and maximum rates established in Subdivision (F)(2) above.

(G) Tax on Retailer Type Cannabis Business Activities.

1. Every person who is engaged in retailer type cannabis business activities in the City shall pay an annual Cannabis Business Activities Tax, which shall be determined on a gross receipts per fiscal year basis.
2. The minimum and maximum rates of the Cannabis Business Activities Tax for retailer type cannabis business activities shall be as follows:

<b>Cannabis Business Activity Type:</b>		
<b>Retailer</b>	<b>Minimum</b>	<b>Maximum</b>
Retailer (Delivery-Only)	3%	10%
Retailer	3%	10%

3. The City Council may, in its discretion, at any time by resolution or ordinance, set the initial rate and/or adjust the tax rate for all persons engaged in any cannabis business activity in the City, or establish differing tax rates for different categories of cannabis businesses, including medicinal or non-medicinal cannabis businesses, subject to the minimum and maximum rates established in Subdivision (G)(2) above.

(H) Tax on Testing Laboratory Type Cannabis Business Activities.

1. Every person who is engaged in testing laboratory type cannabis business activities in the City shall pay an annual Cannabis Business Activities Tax, which shall be determined on a gross receipts per fiscal year basis.



2. The minimum and maximum rates of the Cannabis Business Activities Tax for testing laboratory type cannabis business activities shall be as follows:

<b>Cannabis Business Activity Type: Testing Laboratory</b>	<b>Minimum</b>	<b>Maximum</b>
Testing Laboratory	1%	5%

3. The City Council may, in its discretion, at any time by resolution or ordinance, set the initial rate and/or adjust the tax rate for all persons engaged in any cannabis business activity in the City establish differing tax rates for different categories of cannabis businesses, including medicinal or non-medicinal cannabis businesses, subject to the minimum and maximum rates established in Subdivision (H)(2) above.
- (I) Notwithstanding the foregoing, the City Council, in its discretion, at any time by ordinance, exempt or except certain categories of cannabis business activities from the Cannabis Business Activities Tax.

**5.32.070 - EXEMPTIONS.**

- (A) The provisions of this article shall not apply to personal cannabis cultivation, as defined by Health and Safety Code Section 11362.2, as may be amended.
- (B) The provisions of this article shall not apply to personal use of cannabis that is expressly exempted from state licensing requirements, and for which the individual receives no compensation whatsoever related to that personal use, including, personal non-medicinal use, as defined by Health and Safety Code Section 11362.1, as may be amended, or personal medicinal use, as defined by Health and Safety Code Section 11362.7 et seq., as may be amended.

**5.32.080 - TAX, PENALTIES, INTEREST, AND FEES AS A DEBT.**

- (A) The amount of any tax imposed by this article shall be deemed a debt owed to the City.
- (B) Any penalties, interest and/or fees required to be paid under the provisions of this article shall also be deemed a debt owed to the City.
- (C) Any person owing any tax, penalties, interest and/or fees shall be liable in an action brought in the name of the City for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the City to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax imposed by this article or the failure to comply with any of the provisions hereof.

**5.32.090 - ADMINISTRATION.**

- (A) It shall be the duty of the City Manager, or his or her designee, to collect the taxes, penalties, fees, and perform the duties required by this article.
- (B) For purposes of administration and enforcement of this article generally, the City Manager may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this article as they deem necessary to implement or clarify such provisions or aid in enforcement.

- (C) The City Manager may take such administrative actions as needed to administer the tax, including but not limited to;
1. Provide to all cannabis business activities taxpayers forms for the reporting of the tax;
  2. Provide information to any taxpayer concerning the provisions of this article;
  3. Receive and record all taxes remitted to the City as provided in this article;
  4. Maintain records of taxpayer reports and taxes collected pursuant to this article;
  5. Assess penalties and interest to taxpayers pursuant to this article; or waive such penalties and interest when there is demonstrated evidence of extenuating circumstances that were clearly beyond the control of the taxpayer; and
  6. Determine amounts owed and enforce collection pursuant to this article.

**5.32.100 - REGISTRATION; CHANGE OF OWNERSHIP.**

- (A) In order that the City will have an accurate record of persons liable for paying the Cannabis Business Activities Tax hereunder, prior to commencing cannabis business activities, each person engaged in any cannabis business activity shall register such cannabis business with the City Manager, submitting any information deemed necessary by the City Manager, including, but not limited to, the type(s) of cannabis business activities in which said person is engaged.
- (B) In the event that there is a change in ownership of any cannabis business:
1. The new owner is required to submit an updated registration form to the City Manager.
  2. The new owner is subject to an audit by the City Manager or his or her designee.
  3. Unless otherwise provided by law, it is the joint and several liability of both the seller and buyer to remit any tax due up until the date of sale; otherwise, a Certificate of Delinquent Cannabis Business Activities Tax Lien may be filed against both the seller and/or buyer in an amount determined by the City Manager.

**5.32.110 - REPORTING AND REMITTANCE OF TAX.**

- (A) The Cannabis Business Activities Tax imposed by this article shall be imposed on a fiscal year basis and shall be due and payable in quarterly installments as follows:
1. If the Cannabis Business Activities Tax is owed on cultivation type cannabis business activities, the tax due shall be based on the square footage of the cannabis business' canopy as determined by the City Manager and the quarterly rate shall be twenty-five percent (25%) of the applicable annual rate. The tax will not be prorated or adjusted for any canopy area authorized by the City Manager which was not utilized for cultivation. However, if the cultivation begins in the middle of a fiscal year, the City Manager shall prorate, in monthly increments, the amount due for the fiscal year.
  2. If the Cannabis Business Activities Tax is owed on cannabis business

activities other than cultivation type cannabis business activities, the tax due shall be based on the gross receipts for the quarter.

- (B) The tax for each fiscal quarter shall be due and payable on that same date as the statement for the fiscal quarter is due. The tax due shall be no less than the quarterly installment due, but the taxpayer may at any time pay the entire amount due for the given fiscal year.
- (C) Each person owing a Cannabis Business Activities Tax shall, on or before the last day of the month following the close of each fiscal year quarter:
  - 1. File with the City Manager a statement of the tax owed for that fiscal quarter and the basis for calculating that tax. The City Manager may require that the statement be submitted on a form prescribed by the City Manager.
  - 2. Remit to the City Manager the tax due.
- (D) The City Manager may, in his/her discretion, establish shorter report and payment periods for any taxpayer as the City Manager deems necessary to ensure collection of the Cannabis Business Activities Tax.
- (E) The City Manager may, in his/her discretion as part of administering the Cannabis Business Activities Tax, modify the form of payment and take such other administrative actions as needed to facilitate collection of the tax.
- (F) Upon cessation of a cannabis business for any reason, tax statements and payments for all outstanding taxes owed to the City shall be immediately due to the City. Tax statements and remittances will be deemed timely made if actually received by the City Manager within thirty (30) calendar days following cessation of the cannabis business activity; otherwise the taxes shall be deemed delinquent and subject to penalties hereunder.
- (G) Any person required to remit taxes in excess of one-hundred thousand dollars (\$100,000.00) in any given fiscal year shall be required to make remittances on a monthly basis in the succeeding fiscal year. Said remittances shall be due on or before the last day of the month following the last day of the preceding month.
- (H) The correctness of any tax return filed pursuant to this article shall be subject to audit and verification by the City Manager, or designee, who is authorized and empowered to inspect and audit the books and records of any cannabis business. No cannabis business shall refuse or fail to allow the City Manager, or designee, to inspect and audit such books and records, or shall refuse or fail to provide such additional information as requested by the City Manager, or designee.
- (I) For the purposes of this Section, "on or before" shall be interpreted as: (1) hand delivery; or (2) postal delivery of a properly stamped and addressed envelope containing the return and full amount of the tax to the United States Postal Service. Delivery to the Postal Service must be verified by cancellation by the Postal Service showing a postmark date no later than midnight on the date the tax is due. If the due date of the tax falls on a United States Post Office closure date, the tax due date shall be the next business day (excluding federal holidays). Private postal meter strips and dates shall not be considered evidence of delivery to the United States Postal Service.
- (J) Whenever any payment, statement, report, request or other communication is due, it must be received by the City Manager on or before the final due date. In accordance with Subdivision (I) of this Section, a postmark may be accepted as

timely remittance. If the due date falls on Saturday, Sunday or a holiday, the due date shall be the next regular business day on which the City is open to the public.

**5.32.120 - DEFICIENCY.**

- (A) If the City Manager is not satisfied that any return filed as required under the provisions of this article is correct, or that the amount of tax is correctly computed, he/she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his/her possession or that may come into his/her possession within three (3) calendar years of the date the tax was originally due and payable.
- (B) One or more deficiency determinations of the amount of tax due for a period or periods may be made.
- (C) When a person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) calendar years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is/was issued prior to the date the tax would otherwise be due, or issued after the discontinuation of the business.
- (D) Whenever a deficiency determination is made, a notice shall be given to the person concerned in accordance with Section 5.32.260.

**5.32.130 - DELINQUENCY; NOTICE NOT REQUIRED BY CITY.**

- (A) Unless otherwise specifically provided under other provisions of this article, the taxes required to be paid pursuant to this article shall be deemed delinquent if not received by the City Manager on or before the due date as specified in Section 5.32.110.
- (B) The City Manager is not required to send a delinquency or other notice or bill to any person subject to the provisions of this article. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this article.

**5.32.140 - PENALTIES, FEES, AND INTEREST.**

- (A) The Cannabis Business Activities Tax shall be that amount due and payable from the first day in which the person was engaged in cannabis business activities in the City, together with all applicable penalties, fees, and interest calculated in accordance with this Section.
- (B) Any person who fails or refuses to pay any Cannabis Business Activities Tax required to be paid pursuant to this article on or before the due date shall pay penalties, fees, and interest as follows:
  - 1. **Initial Delinquency.** A penalty equal to twelve and a half percent (12.5%) of the amount of the tax, in addition to the amount of the tax.
  - 2. **Continuing Delinquency.** If the tax remains unpaid for a period exceeding thirty (30) calendar days beyond the date on which the remittance first became delinquent, an additional penalty equal to twelve and a half percent (12.5%) of the amount of the tax, shall be imposed.
  - 3. **Bank Fees.** Whenever a check or electronic payment is submitted in

payment of a Cannabis Business Activities Tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any bank fees, penalties and interest as provided for in this Section, and any other amount allowed under State law.

4. **Interest.** In addition to the penalties and/or fees amounts imposed, interest shall be applied at the rate of one and one-half percent (1.5%) per month on the first day of the month for the full month, and will continue to accrue monthly on the tax and penalty until the balance is paid in full.
- (C) In addition to the foregoing amounts, if the City determines that any remittance of the Cannabis Business Activities Tax due under this article is due to fraud or fraudulent, a penalty of twenty-five percent (25%) of the amount of the tax that should have been paid shall be added thereto in addition to penalties and interest otherwise stated in this article and any other penalties allowed by law.

#### **5.32.150 - WAIVER OF PENALTIES.**

The City Manager may waive the penalties imposed upon any person under Section 5.32/140, if:

- (A) The person engaged in cannabis business activities requests a waiver of penalties by submitting a Request for Waiver to the City Manager within ten (10) calendar days after issuance of a Notice of Assessment.
- (B) The person provides evidence satisfactory to the City Manager that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the person paid the delinquent Cannabis Business Activities Tax and accrued interest owed the County prior to applying to the City Manager for a waiver.
- (C) Upon receipt of satisfactory evidence, the City Manager may waive penalties in an amount not to exceed five-thousand dollars (\$5,000.00).
- (D) If the Request for Waiver exceeds five-thousand dollars (\$5,000.00), such request shall be approved only by the City Council.
- (E) The amount determined to be owed to the City shall be due immediately. Remittances will be deemed timely made if actually received by the City Manager within ten (10) calendar days; otherwise the taxes shall be deemed delinquent and subject to penalties under Section 5.32.140.
- (F) The waiver provisions specified in this Section shall not apply to any interest accrued on the delinquent tax.
- (G) A waiver under this Section may only be granted once during any twenty-four (24) month period.

#### **5.32.160 - REFUNDS; CREDITS.**

- (A) No refund shall be made of any tax collected pursuant to this article, except as provided in this Section.
- (B) No refund of any tax collected pursuant to this article shall be made because of cessation of the cannabis business activity, discontinuation, dissolution, or other termination of the cannabis business.

- (C) Whenever the amount of any tax or penalty under this article has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the City under this article, it may be refunded to the claimant who paid the tax; provided a written claim, stating under penalty of perjury under the laws of the State of California the specific grounds upon which the claim is founded, is filed with the City Manager within one (1) calendar year of the date of payment. The claim shall be on forms furnished by the City Manager.
- (D) Any person entitled to a refund of Cannabis Business Activities Taxes paid hereunder may elect, in writing, to have such refund applied as a credit against such person's taxes which will become due for the next fiscal year quarter.
- (E) In the event that the Cannabis Business Activities Tax was erroneously paid and the error is attributable to the City, the City shall refund the amount of tax paid up to one (1) calendar year from when the error was identified, provided in no case, shall a claim for payment be made more than three years from the date of the actual payment of the tax.
- (F) The City Manager, his or her designee or any other City officer charged with the administration of this article, shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the City Manager, his or her designee or any other City officer charged with the administration of this article, to do so.
- (G) The City Manager may collect a fee adopted by the City Council to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the City Manager to make a determination on the claim for the refund.
- (H) No refund of any tax collected pursuant to this article shall be made because of the discontinuation, dissolution, or other termination of a cannabis business.

**5.32.170 - NOTICE OF ASSESSMENT.**

- (A) Under any of the following circumstances, the City Manager may issue a Notice of Assessment of the amount of tax owed by a person under this article at any time:
  - 1. If the person has not filed a complete statement required under the provisions of this article;
  - 2. If the person has not paid the tax due under the provisions of this article;
  - 3. If the person has not, after demand by the City Manager, filed a corrected statement, or furnished to the City Manager adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this article.
- (B) The Notice of Assessment shall be served in accordance with Section 5.32.260.
- (C) The Notice of Assessment shall separately set forth the amount of any tax due. The amount due shall include the amount of any penalties or interest accrued on each amount through the date of the Notice of Assessment.
- (D) If the amount of tax due is unknown, the City Manager may estimate the amount of tax due based on consideration of all information within their knowledge concerning the business and activities of the person assessed. For purposes of

estimating the amount of tax due, there shall be a rebuttable presumption that the minimum amount of tax due is the same as the maximum amount of tax due during any quarter during the previous fiscal year.

**5.32.180 - ASSESSMENT HEARING.**

- (A) Within ten (10) calendar days after the date of service of the Notice of Assessment, the person may apply in writing to the City Manager for a hearing on the assessment.
- (B) If application for a hearing is not made within the time herein prescribed, the tax, penalties, fees, and/or interest determined by the City Manager shall become final and conclusive, and shall be immediately due and payable.
- (C) If such application is made, the City Manager shall, upon receipt of such application, cause the matter to be set for hearing. The hearing shall be held not fewer than ten (10) calendar days, and not more than forty-five (45) calendar days from receipt of the written request for hearing, unless a later date is agreed to by the City Manager and the person requesting the hearing.
- (D) Notice of the hearing shall be given by the City Manager to the person requesting such hearing not fewer than five (5) business days prior to such hearing. The notice shall set the date, time and place for hearing and shall order the person requesting the hearing to show cause why such amount specified in the Notice of Assessment should not be confirmed.
- (E) The person requesting the hearing may appear and offer evidence at the hearing why the assessment as determined by the City Manager should not be confirmed and fixed as the tax, penalties, fees, and/or interest due.
- (F) After such hearing the City Manager shall determine the proper tax to be charged and shall issue, in accordance with Section 5.32.260, a Notice of Determination of Tax Due to the person requesting the hearing stating the City Manager's determination and the amount of tax, penalties, fees, and interest.
- (G) The amount determined to be due shall be payable after fifteen (15) calendar days of written notice unless it is appealed to the City Council.

**5.32.190 - APPEAL FROM ASSESSMENT HEARING.**

Any person aggrieved by any decision of the City Manager with respect to the amount of tax, interest, penalties and fees, if any, due under this article may appeal to the City Council by filing a Notice of Appeal with the City Clerk within fifteen (15) days of service of the Notice of Determination of Tax Due. The City Clerk, or his or her designee, shall fix a time and place for hearing such appeal, and the City Clerk, or his or her designee, shall give notice in writing to such person at the last known address. The decision of the City Council shall be final and conclusive and shall be served upon the appellant in accordance with Section 5.32.260. Any amount found to be owed to the County shall be immediately due and payable upon the service of the decision.

**5.32.200 - ENFORCEMENT.**

- (A) In addition to any other remedies available under federal, state, or local law, if any amount required to be paid to the City under this article is not paid when due, the City Manager may, within three (3) calendar years after the amount is due, record a certificate of lien specifying the amount of taxes, fees, interest and penalties due,

and the name and address of the individual or business as it appears on the records of City Manager. The lien shall also specify that the City Manager has complied with all provisions of this article in the determination of the amount required to be paid. From the time of the filing for record, the amount required to be paid, together with penalties, fees and interest thereon, constitutes a lien upon all real property in the City owned by the individual or business, or subsequently acquired by the individual or business before the lien expires. The lien has the force, effect, and priority of a judgment lien and shall continue for ten (10) calendar years from filing of the certificate unless sooner released or otherwise discharged.

- (B) At any time within three (3) calendar years after any individual or business is delinquent in the payment of any amount required to be paid under this article or within three (3) calendar years after the last recording of a certificate of lien under Subdivision (B) of this Section, the City Manager may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the City under this article. The warrant shall be directed to the Sheriff and shall have the same effect as a writ of execution. The warrant shall be levied and sale made pursuant to it in the same manner and with the same effect as a levy of and a sale pursuant to a writ of execution. The City Manager may pay or advance to the Sheriff, the same fees, commissions and expenses for service provided by law for similar services pursuant to a writ of execution.
- (C) At any time within three (3) calendar years after recording a lien against any individual or business, if the lien is not discharged and released in full, the City Manager may forthwith seize any asset or property, real or personal (including bank account), of the operator and sell at public auction the asset or property, or a sufficient part of it to pay the amount due together with any penalties and interest imposed for the delinquency and any cost incurred on account of the seizure and sale. Assets or property of the business subject to seizure and sale subject to this article shall not include any assets or property which is exempt from execution under the provisions of Code of Civil Procedure.
- (D) Suspension or revocation of a cannabis permit. Revocation shall be subject to the procedures set forth in San Juan Bautista Municipal Code, as may be enacted in the future. The following shall constitute grounds for suspending or revoking a cannabis permit, in addition to any additional grounds identified in the San Juan Bautista Municipal Code:
  - 1. Failure to pay any cannabis business tax due under this article within thirty (30) calendar days of the due date.
  - 2. Failure to cooperate with the City Manager, or designee, as determined by City Manager, or designee, during an audit pursuant to this article.
  - 3. Underpaying any business tax due under this article in any period by fifty percent (50%) or more.
  - 4. If the City determines that the nonpayment of any Cannabis Business Activities Tax due under this article is due to fraud.

#### **5.32.210 - APPORTIONMENT.**

If a person subject to the Cannabis Business Activities Tax is operating both within and outside the City, it is the intent of the City to apply Cannabis Business Activities Tax so that the



measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the unincorporated area of the City. To the extent federal or State law requires that any tax due from any taxpayer be apportioned, the taxpayer may indicate said apportionment on their tax return. The City Manager may promulgate administrative procedures for apportionment in accordance with state law.

**5.32.220 - CONSTITUTIONALITY AND LEGALITY.**

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and State law. None of the tax provided for by this article shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection and due process clauses of the Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution or state law.

**5.32.230 - RECORDKEEPING; AUDIT.**

- (A) It shall be the duty of every person liable for the collection and payment to the City of any tax imposed by this article to keep and preserve, for a period of at least seven (7) calendar years, all records as may be necessary to determine the amount of such tax as they may have been liable for the collection of and payment to the City, which records the City Manager or their designee shall have the right to inspect at all reasonable times, including, but not limited to, records containing information related to the amount of cannabis and/or cannabis products sold and/or transferred. Said records shall be full, true, and accurate.
- (B) The City Manager shall have the power to audit and examine all books and records of persons engaged in cannabis business activities, including both State and federal income tax returns, California sales tax returns, or other evidence documenting the square footage of canopy and/or gross receipts of persons engaged in cannabis business, and, where necessary, all equipment, of any person engaged in cannabis business activities in the City, for the purpose of ascertaining the amount of Cannabis Business Activities Tax, if any, required to be paid by the provisions of this article, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this article.
- (C) Upon demand by the City Manager, each person liable for the collection and payment to the City of any tax imposed by this article shall make the records, together with any track and trace reports, shipping documents or sales invoices pertaining to such cannabis and/or cannabis products available for inspection by the City Manager at all reasonable times.
- (D) If any person refuses to make available for audit, examination, or verification such books, records or equipment as the City Manager requests, the City Manager may, after full consideration of all information within their knowledge concerning the cannabis business activities of the person so refusing, make an assessment in the manner provided in Section 5.32.170 of any taxes estimated to be due. The City Manager may collect a fee adopted by the City Council to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the City Manager to make a determination of tax due.

**5.32.240 - OTHER LICENSES, PERMITS, TAX, FEES, OR CHARGES.**

- (A) The tax imposed hereunder does not limit or prohibit the levy or collection of any other license, permit or service fee, tax, fee, or charge upon, or related to, any cannabis business activity.
- (B) Nothing contained in this article shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or chapter of this Code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other title or chapter of this Code or any other ordinance or resolution of the City. Any references made or contained in any other title or chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other titles or chapters of this Code.

**5.32.250 - PAYMENT OF TAX DOES NOT AUTHORIZE UNLAWFUL ACTIVITIES.**

- (A) The payment of a Cannabis Business Activities Tax required by this article, and which is acceptance by the City, shall not entitle any person to carry on any cannabis business activity unless that person has complied with all of the requirements of this Code and all other applicable State laws.
- (B) No tax paid under the provisions of this article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or State law.

**5.32.260 - MANNER OF GIVING NOTICE.**

- (A) Any notice required to be given hereunder by the City to any person shall be sufficiently given or served if it is served upon the person either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as they shall register with the City Manager for the purpose of receiving notices provided under this article; or, should the person have no address registered with the City Manager for such purpose, then to such person's last known address. For the purposes of this article, a service by mail is complete at the time of deposit in the United States mail.
- (B) Failure of any person to receive any notice required by this article to be given shall not affect the validity of any proceedings taken thereto.

**5.32.270 - UNLAWFUL ACTIVITIES DESIGNATED; MISDEMEANOR.**

Any person violating any of the provision of this article shall be deemed guilty of a misdemeanor, punishable by a fine of not more than five-hundred dollars (\$500.00), or by imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment.

**5.32.280 - VIOLATION; TAXES NOT WAIVED.**

The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions

of this Chapter or of any state law requiring the payment of all taxes.

**5.32.290 - SEVERABILITY.**

If any provision of this article, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this article or the application of this article to any other person or circumstance and, to that end, the provisions hereof are severable.

**5.32.300 - REMEDIES CUMULATIVE.**

All remedies and penalties prescribed by this article or which are available under any other provision of the San Juan Bautista Municipal Code and any other provision of law or equity are cumulative. The use of one or more remedies by the article shall not bar the use of any other remedy for the purpose of enforcing the provisions of this article.

**5.32.310 - AMENDMENT OR REPEAL.**

Chapter 5.32 of the San Juan Bautista Municipal Code may be repealed or amended by the City Council without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment that would increase the maximum rate of any tax levied pursuant to this article, that would increase the maximum rate specified for each category of cannabis business activity or that otherwise constitute a tax increase for which voter approval is required by Article XIII C of the California Constitution.

The following actions shall not constitute an increase of the rate of a tax:

- (A) The setting of the rate of any tax authorized hereunder to a rate that is no higher than the maximum rate set by this article, including the authorized cost of living adjustment, or the restoration of the rate of the tax to a rate that is no higher than the maximum rate set by this article, including the cost of living adjustment, if the City Council has acted to reduce the rate of the tax; or
- (B) An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this article; or
- (C) The collection of the tax imposed by this article, even if the article had, for some period of time, failed to collect the tax; or
- (D) The establishment or discontinuation of a class of persons that is exempted or excepted from the tax hereunder.

**SECTION 2.** If any section, subdivision, sentence, clause, portion, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council hereby declares that it would have passed this chapter and each section, subdivision, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subdivisions, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

**SECTION 3.** The City Council hereby finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) because the Cannabis Business Activities Tax is a general tax that can be used for any legitimate government purpose and therefore it is not a

“project” pursuant to CEQA Guidelines Section 15378, subdivision (b)(4) and is therefore exempt.

**SECTION 4. STATEMENT OF HOW THE TAX MAY BE SPENT.** All revenue from the taxes imposed by Chapter 5.32 of the San Juan Bautista Municipal Code for the privilege of engaging in cannabis business activities in the City are enacted solely for general governmental purposes for the City and not for specific purposes. The revenue from these taxes shall be placed in the City's general fund and can be spent for unrestricted general revenue purposes.

**SECTION 5. MAJORITY APPROVAL; EFFECTIVE DATE.** This ordinance shall only be effective if approved by a majority vote of the voters voting in the election on the issue. If approved by the voters, this ordinance shall become effective upon adoption and as soon thereafter as allowed by law.

**THE FOREGOING ORDINANCE** was first read at a regular meeting of the San Juan Bautista City Council on the 18<sup>th</sup> day of December 2018, and adopted at a regular meeting of the San Juan Bautista City Council on the 15<sup>th</sup> day of January, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
César Flores, Mayor

ATTEST:

\_\_\_\_\_  
Laura Cent, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah Mall, City Attorney



1391 Engineer Street • Vista, California 92081-8840  
 Phone (760) 597-3100 • Fax: (760) 598-8757  
[www.vidwater.org](http://www.vidwater.org)

### Board of Directors

Jo MacKenzie, *President*  
 Paul E. Dorey  
 Marty Miller  
 Patrick H. Sanchez  
 Richard L. Vásquez

### Administrative Staff

Brett L. Hodgkiss  
*General Manager*  
 Lisa R. Soto  
*Board Secretary*  
 David B. Cosgrove  
*General Counsel*

February 7, 2019

ACWA/JPIA Member Agencies

Re: Nomination of Paul E. Dorey to the ACWA/JPIA Executive Committee

Dear General Manager:

The Vista Irrigation District (VID) has nominated Board member Paul E. Dorey to serve on the ACWA/JPIA Executive Committee. Elections will take place at the JPIA Board of Directors meeting on May 8, 2017 at the Spring ACWA Conference in Monterey, California.

Paul has served as VID's representative to the JPIA Board of Directors for 12 years, and he has been a member of the JPIA Liability Subcommittee for 9 years. We hope your organization will concur with this nomination.

As a member of ACWA/JPIA, Vista Irrigation District requests that your Board submit a resolution of support **concurring** with the nomination of Paul Dorey to serve on the ACWA/JPIA Executive Committee, and vote for him at the election. As you can see from the attached background information regarding Paul Dorey, he is well qualified for this position. All concurring nominations must reach the JPIA office to the attention of Sylvia Robinson at P.O. Box 619082, Roseville, CA 95661-9082 by 4:30 p.m. on Friday, March 22, 2019. If you have any questions, please feel free to contact me.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett Hodgkiss".

Brett Hodgkiss  
 General Manager

### Attachments:

- Statement of candidacy for Paul E. Dorey
- Vista Irrigation District nominating resolution
- Sample concurring resolution

# Paul E. Dorey

## Statement of Candidacy



I have served on the ACWA/JPIA Board of Directors since 2007. During the last nine years, I have had the privilege of serving on the Liability Committee of the JPIA. The Liability Committee has successfully kept its focus on providing member agencies with the most comprehensive, affordable and reliable liability insurance possible. Our Committee has recommended significant reductions in the premiums paid by member agencies while also increasing the insurance coverages provided.

I was elected to the Vista Irrigation District Board of Directors in 2006. The District provides water service to over 135,000 residents in northern San Diego County. I served on the Board of Directors of the Groundwater Resources Association of California, and I currently serve on the San Luis Rey Watershed Council and the Southern California Water Coalition. My wife Nancy and I have lived in Vista since 1971, where we raised our two daughters.

My forty-six years of public service, first in the United States Marine Corps and then in the water industry, have given me the necessary experience and background to serve as a member of the JPIA Executive Committee. This experience has helped me recognize the importance of safety and risk management and the value of developing appropriate policies and procedures, as well as establishing conservative fiscal controls.

As a member of the JPIA's Executive Committee, I will perform my duties and make decisions to guide the organization to most efficiently benefit its member agencies. I will take my responsibility seriously and serve as a very useful and productive member of the Executive Committee. I value your trust and will honor it if elected to the Executive Committee.

Thank you for your support. If you have any questions about my candidacy, feel free to contact me at (760) 208-5263 or [Paul.Dorey@vidwater.org](mailto:Paul.Dorey@vidwater.org).

**RESOLUTION 2019-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE OF THE  
ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE  
AUTHORITY (“ACWA/JPIA”)**

**WHEREAS**, the City of San Juan Bautista is a member of the ACWA JPIA, and

**WHEREAS**, the Bylaws of the ACWA JPIA provide that in order for a nomination to be made to ACWA JPIA’s Executive Committee, three member district must concur with the nominating district, and

**WHEREAS**, another ACWA JPIA member district, the Vista Irrigation District has requested that the City of San Juan Bautista concurs in its nomination of its member of the ACWA JPIA Board of Directors to the Executive Committee of the ACWA JPIA.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council for the City of San Juan Bautista hereby concurs with the nomination of Paul E. Dorey of the Vista Irrigation District to the Executive Committee of the ACWA JPIA.

**BE IT FURTHER RESOLVED** that the San Juan Bautista City Clerk is hereby directed to transmit a certified copy of this resolution to the ACWA JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of February 2019, at a regular meeting of the San Juan Bautista City Council, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

César E. Flores, Mayor

**ATTEST:**

---

Laura Cent, City Clerk

# CITY OF SAN JUAN BAUTISTA

## CITY COUNCIL

### STAFF REPORT

**DATE:** February 12, 2019

**SUBJECT:** RESOLUTION FOR SUPPORT OF THE SAN BENITO COUNTY 2020  
CENSUS COMPLETE COUNT COMMITTEE

**FROM:** Trish Paetz, Administrative Services Manager

#### **Background:**

Staff met with San Benito County staff and a representative of the California Census Complete Count Program this week. Census data is used to determine federal funding levels and congressional representation. Complete Count Programs are recognized as a strategy to educate the community about the value of an accurate census count, that the count is confidential and protected by law and to assure that all segments of a community are counted. There could be an estimated loss of \$2,000 of federal funding for each person in our community that is not counted. Undercounted populations can also give a partial representation of the demographics of our community which can affect data for grant applications. San Benito County is forming a Complete Count Committee and will be submitting an application for \$75,000 for administering the Complete Count education and outreach.

Additionally, San Benito County is holding a 2020 Census kick off meeting on Thursday, February 21 at the Veteran's Memorial Building in Hollister. Council Members are encouraged to attend. A flyer is attached.

#### **Fiscal Impact:**

Potential loss of \$2,000 per person uncouned in Census 2020 for programs based on population.

#### **Recommendation:**

Staff recommends that the City Council adopt a resolution of support for the San Benito County Census 2020 Complete Count Committee.



Counting all

San Benito County  
Residents in the

# 2020 Census

## JOIN THE CONVERSATION

How do we reach the Hard To Count (HTC) population?

- How can we partner to best serve hard to reach populations?
- How is the data used?
- Why is the census important?
- How does it benefit communities?
- Forming a Complete Census Count Committee

**February 21, 2019**  
**3-5 P.M.**

**Veteran's Memorial Building**

649 San Benito Street, Rm 218, Hollister, CA

**Featured Speaker**

**Tory Del Favero**

Partnership Specialist, Los Angeles Regional Census Center, U.S. Census Bureau

**This is a free event and open to the public**



## **RESOLUTION 2019-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA IN SUPPORT OF THE SAN BENITO COUNTY 2020 CENSUS COMPLETE COUNTY COMMITTEE**

**WHEREAS**, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the nation's population every ten years; and

**WHEREAS**, a significant amount of work is required in order to achieve full participation in the 2020 U.S. Census, especially in California which has one of the highest hard to count populations in the nation; and

**WHEREAS**, federal and state funding is allocated to communities and decisions are made on matters of national and local importance based, in part, on census data and housing; and

**WHEREAS**, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and

**WHEREAS**, the information collected by the census is confidential and protected by law; and

**WHEREAS**, San Benito County is eligible to receive \$75,000 from the California Complete County Census 2020 Office, based on population and the California Hard-to-County Index created by the California Department of Finance, Demographic Research Unit and modeled on the U.S. Census Bureau's Hard-to-County Score of past censuses; and

**WHEREAS**, San Benito County is forming a Complete County Committee which can bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council for the City of San Juan Bautista wholeheartedly supports the San Benito County Census 2020 Complete Count Committee and efforts to assure a complete count in San Benito County.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a regular meeting held this 19<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

César E. Flores, Mayor

**ATTEST:**

---

Laura Cent, City Clerk

## Special Event/Activities – Permit Application

Dear Event Organizer:

Thank you for your interest in holding a community event in San Juan Bautista. Special events can be important ways to build community and celebrate the City's diversity, heritage, and uniqueness. All events require a permit with approvals to ensure a well-planned and safe event. The City of San Juan Bautista has created a simplified process to help you determine what types of permits and approvals you will need. Simply fill out the enclosed community events application and submit it to the City at least 60 days before your event. Additionally, there will be fees associated your event. Your application fee is due when you submit this form. The fee schedule for applications is:

Non Profits <sup>1</sup> : No street blockage and less than 250 people	\$50.00
Non Profits: No street blockage or blockage of side streets, up to one block., and less than 1,000 people	\$100.00
Non Profits: Street blockage of Second, Third or Fourth Streets and side streets between Franklin & Muckelemi and more than 1,000 people <sup>2</sup>	\$150.00
Private Promoter Organizations <sup>3</sup> : No street blockage and less than 250 people	\$150.00
Private Promoter Organizations: No street blockage or blockage of side streets, up to one block., and less than 1,000 people	\$300.00
Private Promoter Organizations: Street blockage of Second, Third or Fourth Streets and side streets between Franklin & Muckelemi, and more than 1,000 people	\$600.00

Once we receive your application, one or more City representatives will contact you to let you know of any insurance, permits, approvals, or additional fees that apply. We appreciate your time and interest in planning a successful and safe event. A well-planned event translates to a successful activity that benefits everyone. If you need further assistance, call (831) 623-4661 or e-mail [citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us).

Please **NOTE**: You are required to have sanitary facilities. If you are serving or selling food you will be required to obtain a permit from the San Benito County Environment Health Department in Hollister. You are also required to coordinate all security arrangement with the San Benito County Sheriff's office.

### SECTION 1: CONTACT INFORMATION

Event Title: Los Padrin's 12<sup>th</sup> Annual Car Show Today's Date: 7-9-18  
Applicant: Ralph Duarte  
Organization: Los Padrin's Charity Inc. Email: @gmail.com  
Phone: 408 413 8373 E-Mail: duarte ralph 40@yahoo  
Mailing Address: 7671 Forest St Gilroy Ca 95020  
Fax: \_\_\_\_\_

Event Setup Date: June 29 2019 Time: 6:00 AM Event Ends Date: June 29 2019 Time: 5:00 PM  
Event Starts Date: June 29 2019 Time: 9:00 AM Dismantle Date: June 29 2019 Time: 4:00 PM

ANTICIPATED ATTENDANCE: Total or the event: \_\_\_\_\_ Total per Day: \_\_\_\_\_

LOCATION OF EVENT (please be specific):

2nd street + Main St + side streets

<sup>1</sup> Requires proof of charitable non-profit status.

<sup>2</sup> All street closures and blockades require review and approval of the City Council.

<sup>3</sup> Additional fees for use of public facilities may apply.

## INSURANCE

The City will require that you co-insure the city ("additional insure"). Depending on your event, the minimum "coverage" will be dictated by the City's insurance carrier (PARSAC). After the application and fee is submitted the City Manager, or designee, will contact PARSAC with your proposal and the conditions of the insurance will be promptly conveyed to you.

## CITY FACILITIES

Do you plan to hold your event at a City building?

☐ Yes ☒ No

If yes, which facility?

Have you reserved the facility yet?

☒ Yes ☐ No

Will this event require any City streets to be closed? (Public Works charges will apply)

☒ Yes ☐ No

If yes, please be specific on which streets and cross streets need to be closed.

Does this event involve a parade?

☐ Yes ☒ No

If yes, attach a separate page with a map of the event.

If you wish to rent barricades, chairs, tables, or other City equipment, list the equipment and numbers (charges will apply for rentals) if you do not wish to rent the City's equipment, you will be responsible for providing appropriate barriers if your event involves a street closure:

**PRIVATE PROPERTY** (Private Property needs to fill out an event application only if the event's attendance will exceed 250)

Do you plan to hold your event on private property?

☐ Yes ☒ No

If yes, describe the location:

## VENDORS

Will this event have vendors selling items or promoting their causes/services/products?

☒ Yes ☐ No

If yes, please note a Board of Equalization form will be required for each vendor proving that they are appropriately registered with the State of California. This link to this form is available on the City of San Juan Bautista website. Additionally, fees will be assessed on the basis of \$15/day/10 feet of vendor space for vendors on the street and \$15/day/vendor for events not on the streets. Other charges may apply. Allocations are made for local not for profit booths to be exempt from these charges. Each event is allowed a minimum of 5 local non-profit 10 ft. spaces for free up to a maximum of 5% of the total number of booth feet for an event.

Will this event feature any hands-on attractions such as climbing walls, bounce-houses, or petting zoos?

☐ Yes ☒ No

If yes, please describe: (insurance coverage will be required)

**FOOD AND ALCOHOL** (all food preparation is subject to state regulations; provide insurance if appropriate)  
If you are serving or selling food, you must obtain a permit from the **San Benito County Environment Health Department**.

Does your event include food concessions and/or preparation areas?

☒ Yes ☐ No

If yes, please provide a copy of your San Benito County Environmental Health Permit.

If you plan to sell or furnish alcoholic beverages at your event, you are required to obtain a permit from the State Department of Alcoholic Beverage Control. The public consumption of alcohol is illegal in some parts of the City. If your event includes the use of alcohol on City property, you will need to provide Liquor Liability Coverage on your certificate of insurance.

Does your event involve the use of alcoholic beverages?

☐ Yes ☒ No

**PORTABLE REST ROOMS (These permits are handled through the San Benito County Environmental Health Department)**

Unless you can substantiate the sufficient availability of both Americans with Disabilities Act and non-ADA accessible facilities in the immediate area of the event site and you have written permission to use this facility, you may be required to provide portable rest room facilities at your event, which will be available to the public during your event. Please note that State Parks toilets do not qualify as event facilities unless you obtain written permission from the local State Parks office to allow use of these State owned toilets and included as part of this application.

Do you plan to provide portable rest room facilities at your event?

☒ Yes ☐ No

Please provide a copy of your San Benito County Environmental Health Permit. Please note that if you state "no", City staff will inquire as to what plans you have made to accommodate the public including written permission from the State if applicable.

**LIGHTING AND SOUND**

Will you be using any amplified sound (i.e. public address system)?

DJ and Band

☒ Yes ☐ No

Will this event use any lighting?

☐ Yes ☒ No

Will you be using any type of generator?

☒ Yes ☐ No

If yes, please describe (type/location/period/noise levels, etc. Preference is given to "silent" generators):

If no, do you need electricity? (Fees will apply for use of City electricity):

**Solid Waste Diversion Plan:**

In accordance with State law (Public Resource Code 42648-42648.7), as a large venue, a waste reduction and recycling plan shall be developed. This plan shall estimate the amount and types of waste anticipated from the event, proposed actions to reduce the amount of waste generation related to the event, and arrangements for separation, collection and diversion from landfill of reusable and recyclable materials, as well as a tracking system that validates the final destination of the materials. The Solid Waste Diversion Plan shall be approved by the San Benito County Integrated Waste Management Regional Agency. The City has trash and recycling receptacles available for rent: Trash can and recycling rental can rates are set annually by the City Council and posted on the City's website under Forms and Fees in a document that contains all the City Service Fees. Deposits are refundable, daily rental rates are not.

As the venue contractor, you are responsible for a waste prevention strategy for all waste material generated by all venue operations and all subcontractors. Food vendors must use compostable serving products. No Styrofoam is allowed. You are encouraged to include a requirement for a "Solid Waste Diversion Plan" in your subcontract agreements.

The City of San Juan Bautista is mandated by the State of California to report annually specified information regarding large venue waste diversion programs. You are therefore required to report and provide verification of the quantity of waste disposed and recycled by this event. There is a \$150/event fine for non-reporting. Reporting is due 30 days after the event. The waste hauler can provide this information for you.

1. Please describe your plan for cleanup and removal of recyclable goods and garbage during and after your event.

We will pick up all trash + Recyclables and Dispose of.



2. Please provide a description of your event, including activities, timeline, sequence of events, road closures, etc. Please note: road closures require Public Works time and the event will be billed for the actual time used.  
(If additional space is required, please attach it to this application).

Car Show, Road Closures for Cars + Vendors

3. Please describe your security plan, including crowd control.

members of car club and Sheriffs  
walkie talkies + cell-phones and volunteers

4. In order to comply with the American Disabilities Act, describe how your event will be accessible to people with disabilities.

Streets and Sidewalks and Portable Restrooms

5. Please describe your emergency/medical plan, including your communications procedures.

Walkie talkies Cell Phones  
Call 911

**City Benches is for public use only. It is the responsibility of the promoter to make sure all vendors are aware that public benches are NOT for vendor use at any times. Thank you.**

PD Initial

**Please provide a site plan/route map for your event. Attach additional sheets as necessary. The map should include:**

- An outline of the event site including the names of streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind (such as a parade), indicate the direction of travel, including starting location and ending destination.
- Any street or lane closures and parking tow zones.
- The locations of fencing, barriers, or barricades. Include any removable fencing for emergency access.
- The location of first-aid facilities.
- The locations of all stalls, platforms booths, cooking areas, trash containers, etc.
- Food booth and cooking area configuration including all vendors cooking with flammable gases or barbecue grills.
- Generator locations and/or source of electricity.
- Placement of vehicles or trailers used for the event.
- Anticipated parking locations.
- Placement of promotional signs or banners.
- Placement of portable toilets/restroom facilities.
- Exit locations for outdoor events that are fenced.
- Locations of all other event activities

# Community Events/Activities – Permit Application

Dear Event Organizer:

Thank you for your interest in holding a community event in San Juan Bautista. Community events and special events can be important ways to build community and celebrate the City's diversity, heritage, and uniqueness. All events require a permit with approvals to ensure a well-planned and safe event. All events require a meeting with City Manager. The City of San Juan Bautista has created a simplified process to help you determine what types of permits and approvals you will need. Simply fill out the community events application and submit it to the City **at least 90 days before your event**. The fees associated with your event are due when you submit this form. The **fee schedule** for application is:

<b>Non Profits<sup>1</sup></b> : No street blockage and less than 250 people	\$50.00
<b>Non Profits</b> : No street blockage or blockage of side streets, up to one block., and less than 1,000 people	\$100.00
<b>Non Profits</b> : Street blockage of Second, Third or Fourth Streets and side streets between Franklin and Muckelemy Streets and more than 1,000 people <sup>2</sup>	\$150.00
<b>Private Promoter Organizations<sup>3</sup></b> : No street blockage and less than 250 people	\$150.00
<b>Private Promoter Organizations</b> : No street blockage or blockage of side streets, up to one block., and less than 1,000 people	\$300.00
<b>Private Promoter Organizations</b> : Street blockage of Second, Third or Fourth Streets and side streets between Franklin and Muckelemy Streets, and more than 1,000 people	\$600.00

CITY SPONSORED

Once we receive your application, a City representative will contact you to let you know of any insurance, permits, approvals, or additional fees that apply. We appreciate your time and interest in planning a successful and safe event. A well-planned event translates to a successful activity that benefits everyone. If you need further assistance, call (831) 623-4661 or e-mail [acctech@san-juan-bautista.ca.us](mailto:acctech@san-juan-bautista.ca.us).

**PLEASE NOTE:** You are required to have sanitary facilities. If you are serving or selling food you will be required to obtain a permit from the San Benito County Environment Health Department in Hollister. You are also required to coordinate all security arrangements with the San Benito County Sheriff's office.

## SECTION 1: CONTACT INFORMATION

Event Title: Spring Equinox / Indigenous New Year Today's Date: 2/1/2018  
Applicant: Community Culture Activists / SJB ISO of Mandra Snider; Kanyon Super Ran  
Organization: \_\_\_\_\_  
Phone: 510 320 1817 E-Mail: JUST.BEE.WELL@GMAIL.COM  
Mailing Address: \_\_\_\_\_  
Fax: \_\_\_\_\_

Event Setup Date: 3/29/19 Time: SUNSET 7 PM Event Ends Date: 3/31/19 Time: SUNSET 7 PM  
Event Starts Date: 3/30/19 Time: SUNRISE 7 AM Dismantle Date: 3/31/19 Time: SUNSET 7 PM

ANTICIPATED ATTENDANCE: Total of the event: \_\_\_\_\_ Total per Day: \_\_\_\_\_

LOCATION OF EVENT (please be specific): \_\_\_\_\_

<sup>1</sup> Requires proof of charitable non-profit status.

<sup>2</sup> All street closures and blockades require review and approval of the City Council.

<sup>3</sup> Additional fees for use of public facilities may apply.

## INSURANCE

The City will require that you co-insure the City (name as additional insured). Depending on your event, the minimum "coverage" will be dictated by the City's insurance carrier (Alliant). After the application and fee is submitted, the City Manager or designee will contact Alliant with your proposal and the conditions of the insurance will be promptly conveyed to you.

## CITY FACILITIES

Do you plan to hold your event at a City building?

☐ Yes ☒ No

If yes, which facility?

Have you reserved the facility yet?

☐ Yes ☐ No

Will this event require any City streets to be closed? (Public Works charges will apply)

☒ Yes ☐ No

If yes, please specify which streets and cross streets need to be closed.

2ND, MARIPOSA - WASHINGTON

Does this event involve a parade?

☐ Yes ☒ No

If yes, attach a map of the event.

If you wish to rent barricades, chairs, tables or other equipment from the City, list what and how many. If you do not wish to rent the City's equipment and your event involves a street closure, you will be responsible for providing appropriate barriers.

**PRIVATE PROPERTY** (A City application is required when attendance at a temporary gathering on private property can be reasonably expected to exceed 250 people)

Do you plan to hold your event on private property?

☐ Yes ☒ No

If yes, describe the location:

## VENDORS

Will this event have vendors selling items or promoting their causes/services/products?

☒ Yes ☒ No

If yes, a California Department of Tax & Fee Administration Seller's Permit will be required for each vendor proving that they are appropriately registered with the State of California. Additionally, fees will be assessed on the basis of \$15/day/10 feet of vendor space for vendors on the street, and \$15/day/vendor for events not on the streets. Other charges may apply. Allocations are made for local not for profit booths to be exempt from these charges. Each event is allowed a maximum of five (5) exempt local non-profit 10 ft. spaces, up to a maximum of 5% of the total number of booth feet for an event.

Will this event feature any hands-on attractions such as climbing walls, bounce-houses, or petting zoos?

☐ Yes ☒ No

If yes, please describe (Insurance coverage will be required):

## FOOD AND ALCOHOL

(All food preparation is subject to state regulations; provide insurance if appropriate.)

If you are serving or selling food, you must obtain and include a permit from the San Benito County

Environmental Health Department. Does your event include food concessions and/or preparation areas?

☐ Yes ☒ No



If you plan to sell or furnish alcoholic beverages at your event, you are required to obtain a permit from the **State Department of Alcoholic Beverage Control**. The public consumption of alcohol is illegal in some parts of the City. If your event includes the use of alcohol on City property, you will need to provide Liquor Liability Coverage on your certificate of insurance.

Does your event involve the use of alcoholic beverages?

☐ Yes ☒ No

**PORTABLE REST ROOMS (These permits are handled through the San Benito County Environmental Health Department.)**

Unless you can substantiate the sufficient availability of both Americans with Disabilities Act and non-ADA accessible facilities in the immediate area of the event site and you have written permission to use this facility, you may be required to provide portable rest room facilities at your event, which will be available to the public during your event. **Please note:** State Parks toilets do not qualify as event facilities unless you obtain written permission from the local State Parks office to allow use of these State owned toilets, and include as part of this application.

Do you plan to provide portable rest room facilities at your event?

☐ Yes ☒ No

Provide a copy of your San Benito County Environmental Health Permit.

If no, what plans have you made to accommodate the public? Provide written permission from the State, if applicable.

**LIGHTING AND SOUND**

Will you be using any amplified sound (i.e. public address system)?

☒ Yes ☐ No

Will this event use any lighting?

☐ Yes ☒ No

Will you be using any type of generator?

☐ Yes ☒ No

If yes, please describe (type/location/period/noise levels, etc. Preference is given to "silent" generators):

If no, do you need electricity? (Fees will apply for use of City electricity.):

**SOLID WASTE DIVERSION PLAN**

In accordance with State law (Public Resource Code 42648-42648.7), as a large venue, a waste reduction and recycling plan shall be developed. This plan shall estimate the amount and types of waste anticipated from the event, proposed actions to reduce the amount of waste generation related to the event, and arrangements for separation, collection and diversion from landfill of reusable and recyclable materials, as well as a tracking system that validates the final destination of the materials. The Solid Waste Diversion Plan shall be approved by the San Benito County Integrated Waste Management Regional Agency. The City has trash and recycling receptacles available for rent. Deposits are refundable, daily rental rates are not.

As the venue contractor, you are responsible for a waste prevention strategy for all waste material generated by all venue operations and all subcontractors. Food vendors must use compostable serving products. No styrofoam is allowed. You are encouraged to include a requirement for a "Solid Waste Diversion Plan" in your subcontract agreements.

The City of San Juan Bautista is mandated by the State of California to report annually specified information regarding large venue waste diversion programs. Therefore, you are required to report and provide verification of the quantity of waste disposed and recycled by this event. There is a \$150/event fine for non-reporting. Reporting is due 30 days after the event. The waste hauler can provide this information for you.

1. Please describe your plan for cleanup and removal of recyclable goods and garbage during and after your event.

To leave it better than we found it. MOOP training w/ youth.

2. Please provide a description of your event, including activities, timeline, sequence of events, road closures, etc.  
**Please note:** Events involving road closures will be billed for Public Works time involved in setting up and dismantling.  
(If additional space is required, please attach it to this application).

see email.

3. Please describe your security plan, including crowd control.

per city manager.

4. In order to comply with the American Disabilities Act, describe how your event will be accessible to people with disabilities.

Kept open on the street, single level easily all accessible.

5. Please describe your emergency/medical plan, including your communications procedures.

per fire department

City Benches are for public use only. It is the responsibility of the promoter to make sure all vendors are aware that public benches are NOT for vendor use at any time. Thank you. NJS (Initials)

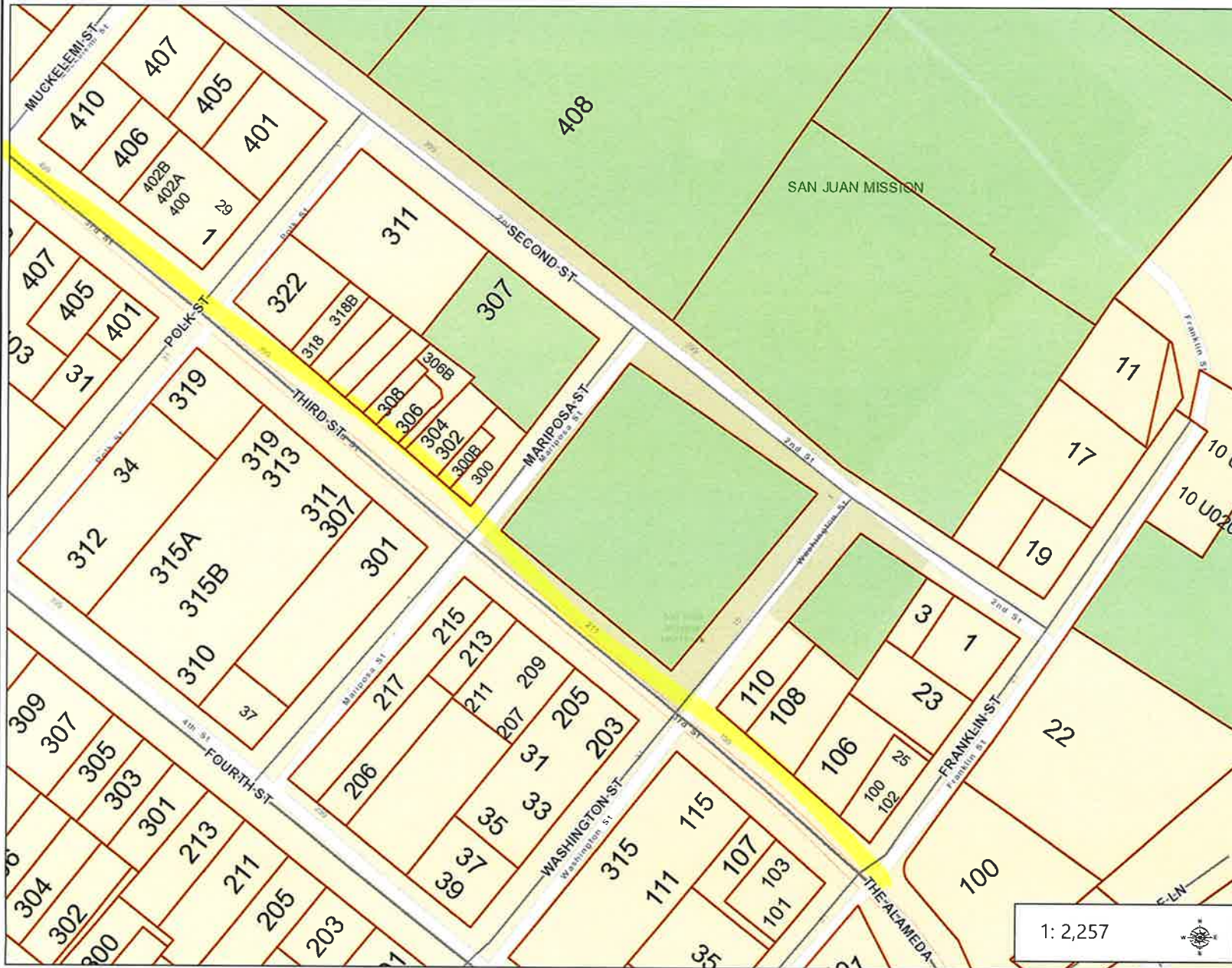
**Please provide a site plan/route map for your event. Attach additional pages as necessary.**

**The map should include:**

- An outline of the event site including the names of streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind (such as a parade or relay), indicate the direction of travel, including starting and ending locations.
- Any street or lane closures and parking tow zones.
- The locations of fencing, barriers, or barricades. Include any removable fencing for emergency access.
- The location of first aid facilities.
- The location of all stalls, platforms, booths, cooking areas, trash containers, etc.
- Food booth and cooking area configuration including all vendors cooking with flammable gases or barbecue grills.
- Generator locations and/or source of electricity.
- Placement of vehicles or trailers used for the event.
- Parking locations.
- Placement of promotional signs or banners.
- Placement of portable toilets/restroom facilities.
- Exit locations for outdoor events that are fenced.
- Location of all other event activities



# County of San Benito



## Legend

- Parcels
- California County Boundaries
- <all other values>
- San Benito
- City Limit
- Tentative Subdivision
- Hollister Airport Runways
- Tentative Streets
- Park
- World Street Map

Street closure  
on 3/30 - 3/31  
on Third Street  
between Franklin  
streets and  
Muckelemi  
streets. see  
attached documents

1: 2,257



376.2 0 188.08 376.2 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
©County of San Benito, GIS Services

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Notes

citymanager@san-juan-bautista.ca.us

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**From:** Naber, Jennifer@Parks <Jennifer.Naber@parks.ca.gov>  
**Sent:** Saturday, February 9, 2019 1:54 PM  
**To:** Mandisa Snodey  
**Cc:** citymanager@san-juan-bautista.ca.us  
**Subject:** RE: Indigenous New Year 2019  
**Attachments:** DPR246.xls; DPR246a.xls

Good afternoon Mandisa,

In order to ensure we have time to review your request to hold the Indigenous New Year on the Plaza Lawn I have attached the blank special event permit applications. This permit is to cover all types of events. Fill out the boxes that apply, write "N/a" where appropriate and sign the front page of form DPR 246. There is an insurance requirement and the information regarding that can be found on page 4 of the main form DPR 246. Once you fill out both sections of the application you may either drop it off at the park entrance inside the Plaza Hotel or you may mail it to our PO Box. The park's PO Box is #787 in San Juan. We need to receive the application no later than February 28th.

I also spoke with Michael LaForge regarding the closure of 2nd Street. Michael informed me that they were still deciding whether they would approve your request to close the street because of public safety concerns. Primarily the Fire Departments ability to respond to calls. I told Michael that public safety is a primary concern for us as well as and we will support their decision if they decide to keep the road closed. I have still not spoken to my supervisor, Sgt. Organo, regarding his opinion on whether or not he'd prefer to keep 2nd Street open. I anticipate being able to speak to him next week.

Please let me know if you have any questions. I will be unavailable until next Thursday but can contact you then if you'd like to talk.

Have a wonderful weekend.

Jennifer Naber  
State Park Peace Office, #1434  
Gavilan Sector/Monterey District  
831-901-6101  
Jennifer.naber@parks.ca.gov



## RESOLUTION NO. 2018-52

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING STREET CLOSURES

**BE IT RESOLVED** that Jardines de San Juan is authorized to close Washington Street between Third and Fourth Streets from 12:00 noon until 10:00 p.m. on Friday, September 26, 2018 to accommodate guests of their Dia de Los Muertos Party, and to place portable restrooms; and

**BE IT FURTHER RESOLVED** that the Double Road Race Federation is authorized to close Third Street from Washington Street to Muckelemi Street, Second Street from Muckelemi Street to Monterey Street, and First Street from Monterey Street all the way out of town on Saturday, December 14, 2018 from 7:00 a.m. to 2:00 p.m. for a 10K foot race; and

**BE IT FURTHER RESOLVED** that the Double Road Race Federation is authorized to close Second Street from Washington Street to Monterey Street, and First Street from Monterey Street all the way out of town on Saturday, December 14, 2018 from 7:00 a.m. to 2:00 p.m. for a 5K foot race, and

**BE IT FURTHER RESOLVED** that Williams LTD is authorized to close Third Street between Franklin and Muckelemi Streets, and Mariposa, Washington and Polk Streets between Second and Fourth Streets on Saturday, March 30, 2019 from 2:00 a.m. until Sunday, March 31, 2019 at 5:00 p.m. for an Arts and Crafts Festival in the City of San Juan Bautista; and

**BE IT FURTHER RESOLVED** that Williams LTD is authorized to close Third Street between Franklin and Muckelemi Streets, and Mariposa, Washington and Polk Streets between Second and Fourth Streets on Friday, May 3, 2019 from 2:00 a.m. until Sunday, May 5, 2019 at 5:00 p.m. for a Rib Cook Off in the City of San Juan Bautista; and

**BE IT FURTHER RESOLVED** that the Hollister Rotary Club is authorized to close Second Street between Franklin and San Jose Streets, and First Street between San Jose and Ahwahnee Streets, and San Jose Street between Second and First Streets from 6:00 a.m. until 12:30 p.m. on Saturday, January 26, 2019 in the City of San Juan Bautista for their Mission 10K Run.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of October 2018 by the following vote:

**AYES:** West, Boch, Freeman

**NOES:** None

**ABSENT:** Martorana, DeVries

**ABSTAIN:** None

**ATTEST:**

/s/ JIM WEST

Mayor Jim West

/s/ TRISH PAETZ

Trish Paetz, Deputy City Clerk

## **RESOLUTION NO. 2019-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING STREET CLOSURES**

**BE IT RESOLVED** that the Los Padrinos Car Club is authorized to close Third Street from Franklin Street to Muckelemi Street, and Washington, Mariposa, and Polk Streets between Second and Fourth Streets on Saturday, June 29 from 6:00 a.m. to 4:00 p.m. for a classic car show; and

**BE IT FURTHER RESOLVED** that Mandisa Snodey and Kanyon Sayers-Roos of the Community and Cultural Activists are authorized to close Second Street from Mariposa to Washington Street on Friday, March 29 at 7:00 p.m. until Sunday, March 31 at 7:00 p.m. for a Spring Equinox and Indigenous Peoples New Years Celebration.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of February 2019 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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César E. Flores, Mayor

**ATTEST:**

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Laura Cent, City Clerk

## **WAIVER OF READING OF ORDINANCES**

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

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

GC36934

**City of San Juan Bautista**  
**Revenues ~ Budget Vs. Actual**  
**For the Six Month Period Ended December 31, 2018**

Item #4A  
February 19, 2019  
City Council Meeting

<b>REVENUES</b>	<b>FY18</b>	<b>FY19</b>	<b>Annual</b>		<b>YTD</b>	
<b><u>Fund</u></b>	<b><u>Actuals</u></b>	<b><u>Actuals</u></b>	<b><u>Budget</u></b>	<b><u>Difference</u></b>	<b><u>50%</u></b>	<b><u>Notes</u></b>
<b>General Fund</b>	506,666	789,512	2,442,564	1,653,052	32%	<b>A</b>
<b>Special Revenue Funds:</b>						
Community Development	62,896	70,546	566,817	496,271	12%	<b>B</b>
COPS	92,800	73,082	100,000	26,918	73%	
Rest. & Roads Fund	12,545	14,660	25,600	10,940	57%	
Valle Vista LLD	10,316	10,037	27,884	17,847	36%	
Gas Tax Fund	22,805	23,885	360,750	336,865	7%	<b>C</b>
<b>Enterprise Funds:</b>						
Water						
Operations	423,425	459,784	768,000	308,216	60%	<b>D</b>
Capital	17,496	311,704	1,154,090	842,386	27%	
Sewer						
Operations	452,761	464,582	832,000	367,418	56%	<b>D</b>
Capital	5,000	70,130	594,114	523,984	12%	
<b>TOTAL Funds</b>	<b>1,100,044</b>	<b>1,498,410</b>	<b>6,871,819</b>	<b>5,373,409</b>	<b>22%</b>	

**A** ~ General Fund revenues include impact fee revenue, which has been delayed in receipt for the current year.

**B** ~ Community development revenue is revenue is periodic and will not always align with budget.

**C** ~ Gas tax revenue is below budget due to a budgeted line item fund a significant road project. Those budgeted funds of \$316k have not yet been received.

**D** ~ Capital projects occur at various times during the year, as such the percent will not always match the same as the percentage of year completed.



**City of San Juan Bautista**  
**Expenditures ~ Budget Vs. Actual**  
**For the Six Month Period Ended December 31, 2018**

Item #4A  
February 19, 2019  
City Council Meeting

<b>EXPENDITURES</b>	<b>FY18</b>	<b>FY19</b>	<b>Annual</b>		<b>YTD</b>	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>50%</u>	<u>Note</u>
<b>General Fund:</b>						
City Council	9,917	9,667	34,769	25,102	28%	
City Attorney	40,381	25,000	50,000	25,000	50%	
City Manager	18,273	12,391	42,612	30,221	29%	
City Clerk	48,893	57,215	122,124	64,909	47%	
City Treasurer	293	276	340	64	81%	
Finance and Accounting	60,143	83,041	141,747	58,706	59%	<b>A</b>
City Library	23,885	34,320	110,541	76,221	31%	
Fire Department	118,189	108,904	241,865	132,961	45%	
Law Enforcement	48,776	134,000	279,950	145,950	48%	<b>B</b>
Animal Control	1,500	3,598	10,000	6,402	36%	
PW - Streets (Operations)	61,221	78,060	182,590	104,530	43%	
PW - Streets (Capital)	1,750	-	795,500	795,500	0%	<b>C</b>
PW - Parks & Grounds (Operations)	65,253	102,599	182,715	80,116	56%	
PW - Parks and Grounds (Capital)	16,200	108,814	131,500	22,686	83%	<b>C</b>
General Government	21,917	19,380	50,500	31,120	38%	
Total General Fund Expenditures	<b>536,591</b>	<b>777,265</b>	<b>2,376,753</b>	<b>1,599,488</b>	<b>33%</b>	
<b>Special Revenue Funds:</b>						
Community Development:						
Engineering	44,156	105,836	150,497	44,661	70%	<b>D</b>
Building	36,634	116,308	139,966	23,658	83%	<b>D</b>
Planning	78,226	77,434	207,731	130,297	37%	
COPS	60,947	50,000	100,000	50,000	50%	
Rest. & Roads Fund	-	-	75,000	75,000	0%	<b>E</b>
Valle Vista LLD	10,253	9,341	27,884	18,543	33%	
Gas Tax Fund	9,819	9,148	409,803	400,655	2%	<b>F</b>
<b>Enterprise Funds:</b>						
Water:						
Operations	454,313	441,252	894,222	452,970	49%	
Capital	116,883	613,150	630,861	17,711	97%	<b>G</b>
Sewer						
Operations	443,788	475,682	961,407	485,725	49%	
Capital	194,437	537,528	514,213	(23,315)	105%	<b>G</b>
<b>TOTAL Funds</b>	<b>1,986,047</b>	<b>3,212,944</b>	<b>6,488,337</b>	<b>3,275,393</b>	<b>50%</b>	

**City of San Juan Bautista**  
**Expenditures ~ Budget Vs. Actual**  
**For the Six Month Period Ended December 31, 2018**

Item #4A  
February 19, 2019  
City Council Meeting

**Footnotes:**

- A** ~ Finance & Accounting is higher than budget due to the annual audit fees incurred in November.
- B** ~ Law enforcement expenditures are higher than last year due to a larger service contract in the current year. Expenditures are in line with budget.
- C** ~ Capital projects occur at various times during the year, as such the percent will not always match the same as the percentage of year completed.
- D** ~ Engineering and building costs are periodic, based on the level of services needed. This line item will not always match the same percentage as the percentage for the year completed.
- E** ~ A large part of the Restroom and Road Fund budget is slated for projects that will occur sporadically during the year.
- F** ~ A large part of the Gas Tax Fund budget is slated for street projects that will occur sporadically during the year.
- G** ~ The expenses in this fund are capital in nature and will be incurred sporadically throughout the year.

**Additional note** ~ Many department expenditures are below budget due to a position for a Community Development Director has not yet been filled. That position's costs would have been allocated among many departments.

# City of San Juan Bautista

## Warrant Listing

As of January 31, 2019

Item #4A  
City Council Meeting  
February 19, 2019

Date	Num	Name	Amount
<b>101.000 - Union Bank</b>			
<b>101.001 - Operating Acct. 1948</b>			
01/02/2019	212281	Monterey Bay Analytical Services	-673.45
01/02/2019	212282	Monterey Bay Analytical Services	-697.15
01/02/2019	212283	Monterey Bay Analytical Services	-355.65
01/02/2019	212284	4Leaf, Inc.	-19,204.16
01/02/2019	212285	A Tool Shed, Inc.	-339.00
01/02/2019	212286	Air Vacuum Corporation	-13,462.00
01/02/2019	212287	Alliant Insurance Services	-1,384.00
01/02/2019	212288	AVAYA	-210.98
01/02/2019	212289	Charter Communications	-517.51
01/02/2019	212290	City Clerks Association of CA	-130.00
01/02/2019	212291	Cypress Water Services	-4,075.00
01/02/2019	212292	Department of Conservation	-135.05
01/02/2019	212293	Duquette Engineering	-1,955.00
01/02/2019	212294	Enrique Hernandez	-97.42
01/02/2019	212295	Fehr Engineering Company, Inc.	-1,260.00
01/02/2019	212296	Filomeno Garza.	-16.23
01/02/2019	212297	First Alarm	-440.37
01/02/2019	212298	Hollister Auto Parts, Inc.	-266.72
01/02/2019	212299	Home Depot Credit Services	-371.37
01/02/2019	212300	J.V. Orta's Rent A Fence	-572.75
01/02/2019	212301	Noble Pride Roofing Company Inc.	-5,811.00
01/02/2019	212302	Patricia Paetz	-719.18
01/02/2019	212303	Printing Systems Inc	-72.91
01/02/2019	212304	San Benito County Administrative Office	-3,304.00
01/02/2019	212305	San Benito County Business Council	-1,000.00
01/02/2019	212306	Security Shoring & Steel Plates, Inc.	-1,187.00
01/02/2019	212307	Smith & Enright Landscaping	-1,104.00
01/02/2019	212308	Staples	-208.44
01/02/2019	212309	State Compensation Insurance Fund	-1,889.92
01/02/2019	212310	Todd Kennedy	-100.00
01/02/2019	212311	True Value Hardware	-184.76
01/02/2019	212312	U.S. Postmaster	-900.00
01/02/2019	212313	United Site Services of California, Inc.	-318.85
01/02/2019	212314	US Bank Equipment Finance	-247.32
01/02/2019	212315	Valero Marketing & Supply	-776.25
01/02/2019	212316	Wellington Law Offices	-5,000.00
01/02/2019	212317	Wright Bros. Industrial Supply	-26.66
01/03/2019	212318	Wendy L. Cumming, CPA	-2,465.00
01/14/2019	212319	AB Tree Service	-5,000.00
01/14/2019	212320	Accent Clean & Sweep, Inc.	-2,249.50
01/14/2019	212321	All Clear Water Services	-5,905.06
01/14/2019	212322	Brigantino Irrigation, Inc.	-103.02
01/14/2019	212323	Bryant L. Jolley	-25,000.00

# City of San Juan Bautista

## Warrant Listing

As of January 31, 2019

Date	Num	Name	Amount
01/14/2019	212324	CalPERS 457 Plan	-590.03
01/14/2019	212325	Charter Communications	-114.97
01/14/2019	212326	Chris Lauber	-82.90
01/14/2019	212327	Crane Inspection Agency	-900.00
01/14/2019	212328	Department of Conservation	-28.92
01/14/2019	212329	Enrique Arreola	-674.25
01/14/2019	212330	Harris & Associates	-7,032.50
01/14/2019	212331	Michaele LaForge	-500.00
01/14/2019	212332	Mission Linen Service	-68.04
01/14/2019	212333	Monterey Bay Division / LCC	-150.00
01/14/2019	212334	Monterey County Health Department	-130.00
01/14/2019	212335	MuniBilling	-370.80
01/14/2019	212336	P G & E	-858.09
01/14/2019	212337	SWRCB	-4,158.00
01/14/2019	212338	US Bank	-5,180.19
01/22/2019	212339	at&t	-266.21
01/24/2019	212340	ACWA Health Benefits Authority	-6,953.37
01/24/2019	212341	Adela Ramirez.	-700.00
01/24/2019	212342	AFLAC	-126.52
01/24/2019	212343	American Supply Company.	-221.18
01/24/2019	212344	at&t	-70.08
01/24/2019	212345	Bracewell Engineering, Inc.	-394.80
01/24/2019	212346	Cesar E. Flores	-1,403.65
01/24/2019	212347	City of Hollister.	-40,193.57
01/24/2019	212348	Cypress Water Services	-12,813.85
01/24/2019	212349	Department of Conservation	-6.79
01/24/2019	212350	Dorsami Reddy.	-230.00
01/24/2019	212351	Elizabeth Welch	-49.89
01/24/2019	212352	Filomeno Garza.	-36.81
01/24/2019	212353	Graniterock	-2,686.55
01/24/2019	212354	Harris & Associates	-20,101.00
01/24/2019	212355	Hollister Auto Parts, Inc.	-30.26
01/24/2019	212356	J.V. Orta's Rent A Fence	-371.25
01/24/2019	212357	Judy's Gifts & Awards	-431.15
01/24/2019	212358	KBA Docusys	-211.44
01/24/2019	212359	KS State Bank	-5,818.30
01/24/2019	212360	Laura Cent.	-100.00
01/24/2019	212361	Leslie Q. Jordan	-913.33
01/24/2019	212362	Level 1 Private Security.	-13,586.50
01/24/2019	212363	Maggiora Bros. Drilling Inc.	-145,627.67
01/24/2019	212364	Mary V. Edge	-886.28
01/24/2019	212365	Nova Property Management	-230.00
01/24/2019	212366	P G & E	-7,828.06
01/24/2019	212367	Pet Waste Co	-161.98
01/24/2019	212368	Petty Cash	-185.23

**City of San Juan Bautista  
Warrant Listing**

**As of January 31, 2019**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
01/24/2019	212369	Pinnacle Healthcare Medical Group	-393.00
01/24/2019	212370	Ready Refresh	-172.91
01/24/2019	212371	Rossi Bros Tire & Auto	-25.00
01/24/2019	212372	San Benito County Sheriff	-54,028.22
01/24/2019	212373	Sandra Quintanar.	-700.00
01/24/2019	212374	Sign Development Inc.	-25.00
01/24/2019	212375	Sprint	-112.22
01/24/2019	212376	Uline	-516.06
01/24/2019	212377	USABlueBook	-1,906.72
01/24/2019	212378	Wright Bros. Industrial Supply	-81.05
01/24/2019	212379	Monterey Bay Analytical Services	-1,449.15
Total 101.001 - Operating Acct. 1948			<u>-452,620.42</u>
Total 101.000 - Union Bank			<u>-452,620.42</u>
<b>TOTAL</b>			<u><b>-452,620.42</b></u>

**AGENDA TITLE:** City Manager Project Progress and General State of Affairs Update

**MEETING DATE:** February 19, 2019

**DEPARTMENT HEAD:** Michael LaForge, City Manager

**Staffing:**

- Reduced permit tech/code enforcement hours from 40 to 18/week (Tues and Thurs) due to slow down in development building and permitting activity.

**Sewer:**

- Storm water intrusion is an issue
  - Upper pond has only 4 feet of freeboard vs 8 feet normally
  - Due to 1.5 feet of free board in the lower pond permit allows 2 ft. and target is to keep it at 2.7 ft.
  - Flow exiting WWTP to stream is permitted for 140-180 GPM and currently is at 280-350; permit allows for .5MGD wet weather capacity (190GPM dry) 347GPM (wet)).
  - Ammonia levels are high as a result of the stirring that occurred during sludge removal

**Water:**

- Will begin Fe/Mn system installation in the next 2 weeks and will be operating by April
  - Received iron discoloration complaints in the last 2 weeks. This was a surprise since well 5 (high iron well has been off line since Dec).
    - Root cause: iron piping reaction with the chlorine or Well 6 iron
- Looking for a water treatment consulting firm to do a report re our pellet plant which will include viability, cost to install and cost run study. City has \$450K reserved to install the system. We have also begun discussion with contractors to do the system move from Coke property to SJB property and to engineer the pad, input, output and backwash plumbing.
- Met with Jeff Caetano, Manager SB Water District and Joe Torquato to discuss business case for bringing water to town from Betabel area. They are drilling a well now that is producing 66% less hardness. SBWD is willing to partner with City of SJB on a pipeline. Need to do a water quality study to determine if the blending would alleviate the need for softeners.

**Fire:**

- Hydrant flow assessment underway
- Benchmarking City of Soledad for hydrant upgrade strategies

**Law Enforcement:**

- Aligned with Sheriff to begin sending a weekly summary/activity report to be shared with city council. Had received some complaints about lack of movement and action by sheriff on duty. Sheriff Taylor and I discussed, and I asked if we could cut back hours and reinvest in private security. He said that we are doing minimum possible and we need to have coverage for investigative work, proactive patrol, command presence and adherence to our Municipal Code.

- Setting up meetings with True Leaf and Earthbound to discuss truck traffic.

### Community Development:

- Dadwal/Gas Station update
  - Deceleration lane cost estimates underway with investor's engineer
- Casa Rosa abatement next steps
  - Final hearing Feb 25
  - Contractor lined up to repair or remove balcony and open sidewalk
  - Need security fence and cameras to keep intruders out. Digging for old bottles has been happening
- Franklin Street, Native American Concern investigation update
  - Building Official confirmed that there was an existing portion of a structure where the two story building is now.
  - BO confirmed owner is working within the limits of his permit remodel/add on,
  - BO confirmed that a counter issued permit was within the authority of the CM/CE. Because it was issued as a remodel/add on, CM/CE and applicant did not need to go to Planning Commission review due to the scope of the permit
  - Zoning change underway from Public Facility to Mixed Use
  - Per advice from CA, staff is using outside planning contractor to do full EIR
  - CM sent findings to Val Lopez on 2/14/19
- Harvey's Lock Up

Steps	Committed Date	Actual Completion Date
1 Section 1 has a full monitored sprinkler system and monitored alarm system that detects heat and smoke.	December 2018	December 21, 2018 ☺
2 Monitoring Alarm System to detect heat and smoke for Section 2	December 2018	December 21, 2018 ☺
3 Monitoring Alarm System to detect heat and smoke for Section 3 and apartments	January 2019	End of February 2019 – Estimated ☹. There was a delay in the process. This was between the contractor and the owner, but it sounds like things are now moving again.
4 Full monitored sprinkler system for Section 2	December 2019	Owner anticipates this to be completed. Still is preparing. ☺
5 Full monitored sprinkler system for Section 3	December 2020 Finalizing system to complete temp	Owner anticipates this to be completed. Still is preparing. ☺

	Project Name - Current City/Development Projects - Upgrades, Changes, Fixes	Issues/Notes/general info	Status	Permit Issuance	Violations	Comments/Complaints Questions	Likelihood of Completion (Red or Green)
	Building/Planning						
1	Casa Rosa	Casa Rosa was approved by City Council in April of 2017. Building Permits were never issued and demolition began before aprval was given. The property has since been left in a state of disrepair to the current date. The city hired a structural engineer to make recommendation on fixes to the building. <b>Following a staff report, City Council delclared it a nuisance with a hearing on abatement to follow on 2-25-19. (2-12-19)</b>	Project was approved by HRB as minor alteration (4/4/17). Scope of work indicates major alteration. Work took place without building permits. <b>Abatement hearing on 2-25-19. (2-12-19)</b>	Site Design and Review performed by HRB and Planning Commission approved in April of 2017. No building permits applied for or approved. Evidence suggests the City Staff was aware of the work being done at the time. (1/15/19)	Building has been tagged as an unsafe structure. Violations of the Municipal Code include Section 5-8-110 and Section 5-8-190. (1/15/19)	Staff has been reporting as developments have continued, including meeting with the owner and hiring a Structural Engineer consultant. Results of the Structural Engineer report address 3 issues present that must be addressed in order to reopen the public right-of-way. City is beginning the abatement process with a forthcoming presentation to City Council. (1/29/19)	Abatement process to begin shortly. After repairs are completed, the right-of-way will eb reopened. Estimated ETA is 3 months till repairs are completed.
2	Fault Line Restaurant	Garage was damaged by a tree fall in 2/17. Project was approved by Commission on 10/2/18 with conditions. Council Approved the zone change for Faultline site and residence at 17 Franklin on 12/18/18. <b>Awaiting documents from property owner for county recording to complete lot merge.</b>	<b>Council has approved the zone change at 11 and 17 Franklin Street. 30-day appeal period and statute of limitations per CEQA expire on 1/22/19.</b>	Permits are required for the garage reconstruction. Permits have been filed, but need more information per building, engineering, and planning before issuance can take place.	demolition was done without permit issuance	Staff is working with the applicant to finish the accessory building and ultimately reopen the restaurant. <b>Lot Merge Docuemnts were created. Applicant signed and notarizing them. City Engineer signed and notarized too. Applicant took documents to County for recording on 2/1/19. Awaiting the documents to be mailed back to the City. Plan review can resume. (2/12/19)</b>	Recorded lot merge documents. Revised permit plans
3	10 Franklin existing contruction, alteration, and demolition	approved per permit issuance by Permit Number 2017149 in 2015. Construction has been ongoing. Building Offical reviewed the plans and permit material was sent to the City Attorney. <b>Meeting was held on 1/9/19 with building, fire, planning, engineering, city manager and the property owner and his legal counsel. Determined the permit is valid. The Zone change is still pending. Awaiting response from discussion with legal counsel and city attorney on CEQA review.</b>	phase 1 for the multi-unit building construction is currently underway.	yes	none	It is anticipated to demolish at least one of the other buildings onsite. Addresses have been assigned. The property is included in the rezoning proposal with 11 and 17 Franklin. The property owner has given the ok to include his property in that change. <b>The second reading of the zone change did not happen because the Native American Tribes need to be included. They expressed concern about burials in or around the site. This property was not included in the second reading of the Zone Change. Building Official reviewed the permit file. Determined the permit is valid. Property owner's legal counsel and City Attorney to discuss CEQA review. (1/15/19)</b>	Property owner is still working on the site. He wants to finish, but a time frame is still undetermined.
4	Harvey's Lockup	progress is being made on the frontage & right-of-way improvements. <b>Interior sprinklers have been installed in one area of the building, but need to cover the entire building per Fire Code. Fire Alarm and smoke dectectors have been installed.</b>	Frontage work is in progress. Fire sprinkler work and prevention system to be completed in all phases. Applicant is ahead of schedule.	No active building permits. Encroachment permit to be pulled as needed.	n/a	Requirments of conditions of approval are in progress. <b>After checking in with them, they are ahead of schedule in implementing their systems and are moving right along as of 12/18. Staff sent an email asking about the status on 2/11/19 and followed up with a phone call on 2/13/19. On Step 3 of the agreement, there was a delay, but it is anticipated that completion of the step should be done by the end of February. (2/13/19)</b>	Owner is working with his contractor to install heat and smoke detection systems.
5	Rancho Vista Subdivision	42 active permits. 1 application is on hold because of design.	Under Construction	42 active permits. 1 application is on hold because of design.	none	<b>Construction on issued permits is slowly wrapping up. It is expected that we will see more permit applications toward the end of the rainy season. (1/15/19)</b>	To be Determined - Estimate of Early 2019



	Project Name - Current City/Development Projects - Upgrades, Changes, Fixes	Issues/Notes/general info	Status	Permit Issuance	Violations	Comments/Complaints Questions	Likelihood of Completion (Red or Green)
6	Copperleaf Subdivision	20 permits issued as of 6-15-18	Under Construction	Permits have been issued	n/a	Applicant has been granted the deferring of two Impact fees pending agreement with city. Traffic and Park development fee held until approved agreement or Final Inspection on each project. <b>No Occupancies have been issued at this time, temporary occupancies are issued on their sales office. (2/12/19)</b>	To be Determined - Estimate of Winter 2019
7	Building Department activity.	Work continues on both subdivisions while smaller projects take place inside the city. Notable Projects include Midnight Express Warehouse undergoing plan check and Hillside Vista (D'Ambrosia) Model homes are undergoing plan check. (10/26/2018)	n/a	n/a	none	Code Enforcement is making regular rounds to check for work being done without permits and violations of the Municipal Code.	n/a
8	Well 3 and 6 exchange/Minor subdivision on Mission Vineyard and Old San Juan Road	NOE has been recorded and sent to the State for Minor Subdivision.	Well 6 work is moving forward	no permits issued	none	NOE and CEQA worksheet for the Waterboard has been completed and filed at the County Clerk's Office.	Water moritorium has been lifted.
9	70 Muckelemi	Applicant wishes to the Chalmers House onsite that is in bad condition. He wishes to develop the site with a mix of uses and housing units.	Staff is reviewing previous documents that have been turned in about the property.	no	No violations. There was a notice of nusiance because of the condition of the old chalmers house.	Staff did a field inspection at the site on Monday, July 9, 2018. Discovered the structure is in exceedingly poor condition. <b>Staff met with the property owner on 12/6/18. Staff followed up with the property owner with an overview of the necessary applications to be turned in. Property owner presented an informal project review to Planning Commission on 2/5/19. General response was positive and are looking forward to reviewing plans. (2/12/19)</b>	No-ETA yet.
10	Brewery	Project is showing activity towards deed to perfect and continuation of project towards to completion. Staff met with them and provided a follow up letter to them in December 2018.	no applications yet, working with owner for submittal.	No permits issued	none	<b>Staff is working with the property owner. Met with the property owner on 12/5/18. Went through the case and a revised set of plans. Working on restarting the process. Staff followed up with them and provided an overview of the applications turned in and the items that can be used. (2/12/19)</b>	no-ETA yet
11	Building Department activity.	Larger Projects: D'Ambrosia Project has it's first 3 Models approved by the Building Plan Check. No permits issued for project. Rancho Vista Subdivision has been Issued multiple Occupancies since the Water Moratorium was lifted. Copperleaf has recied Temporary Occupancy on their Sales office. (2/12/19	n/a	n/a	none	None at this time. (2/12/19)	n/a
12	Code Enforcement Activity	Code Enforcement is making regular rounds of the city, looking for work taking place without permits, parking violations, and other nuisances. (2/12/19)	n/a	n/a	none	None at this time. (2/12/19)	n/a

	Project Name - Current City/Development Projects - Upgrades, Changes, Fixes	Issues/Notes/general info	Status	Permit Issuance	Violations	Comments/Complaints Questions	Likelihood of Completion (Red or Green)
13	General Plan Timeline	General Plan was updated and adopted in 2/16. The housing element is being reviewed. We need to do so per State requirement. <b>Staff has signed the contract with EMC. Housing element Workshop is scheduled for 2/20/19.</b>	n/a	n/a	n/a	Staff is working on getting the Housing Element squared away for the State. <b>Staff has signed the EMC contract. Workshop is scheduled for 2/20/19.</b>	end of 2019
	New Development						
1	Hillside Vistas	First Phase Approved for first 8 lots. Master set is under review for design. No construction has started. Phase 2 is anticipated. Higher density residential development may be done on phase 2.	Phase 1 completed and anticipated to be built out. Phase 2 to come.	No permits have been issued.	none	<b>Staff has received revised master plan set on 10/26/18. That has been reviewed. Staff has followed up with them and met with them on 2/7/19. Plan revisions are taking place. Phase 2 may be redone with a higher density residential development. The applicanted stated that in 3 months or so, applications will be turned in.</b>	The developer has met with staff. Eager to continue with the project
2	Loazza (957 First Street - 4 Parcel Minor Subdivision)	Review has started. Waiting for application payment.	CEQA review completed. Staff is starting review.	No permits issued	none	Awating the \$5,000 payment at this time. Roundabout adjacent to Rancho Vista was discussed. More land from Loayza would be needed in order to accommodate Roundabout. Loayza property owners do not support that. Further review is needed.	unknown
3	Gas Station to be located along The Alameda and Hwy 156	staff is working with the applicant to help move the project forward.	can move forward.	no permits have been issued	none	<b>Applicant is revising plans. May be putting three stores in the building and may make a flat roof for canopy to install solar panels.</b>	Court ruled in favor of the project
6	404 and 406 Third Street - Proposed Vietnamese Bistro and residential unit expansion	The property owners wish to open a new Bistro inside an existing building downtown. They also wish to relocate permanently to town and expand an existing residential unit in the rear of 406 third Street	Minor Alteration approved by Commission	A health permit has been issued previously. Awaiting plan updates to accommodate fire and building requirments.	n/a	<b>S taff met with the applicants and went through the requirments. Fire requirments are currently being worked out between City Staff, applicants, and the fire marshall (2/12/19)</b>	Case was approved by Planning Commission
7	Midnight Express	Approved by Commission Resolution. <b>P lan set has been submitted for permit review. Applicant reduced the size of their project and would like to do it in phases.</b>	Awaiting applicant response.	<b>No permits have been issued.</b>	n/a	Discussion about the development took place and phasing in parts of the development were discussed. <b>The applicant submitted a letter asking for changes to the project. They would like to reduce the intensity of the project scope by reducring the size of the building from 15,000 sqaure feet to 5,000 square feet and do the project in phases. They submitted a letter to City Staff making that formal request. City Staff signed that letter. Their proposal did not appear to need to go back to Planning Commission. Plans were submitted for second round of comments. Staff is reviewing (2/12/19).</b>	staff has issued first round of comments after review.
	Infrastructure						
	Traffic Circle	<b>Roundabout is under review. Latest engineering review shows the current roundabout is too small in diamter. Further revie and/or alternatives are necessary.</b>	under review	n/a	n/a	<b>Staff reviewed the roundabout status with Planning Commission on 1/14/19. More information is needed. Staff along with engineering and the developer are antiipated to attend Planning Commission to present more information.</b>	progress can continue, but final product needs to be determined
	Parking						
	Signage	<b>Monument signs have been discussed. There is an interest in putting in monument signs in gateway locations.</b>	further consideration is needed	n/a	n/a	<b>Staff and San Juan Committee Member met with a sign contractor to discuss possible signs and monument signs. Locations, designs, and logo will need to be reviewed with Planning Commission.</b>	No ETA at this time

# CITY OF SAN JUAN BAUTISTA

## CITY COUNCIL

### STAFF REPORT

**DATE:** February 12, 2019

**SUBJECT: FIRE PROTECTION CONTRACT WITH CITY OF HOLLISTER**

**FROM:** Trish Paetz, Administrative Services Manager

#### Background

San Juan Bautista has been contracting with the City of Hollister for fire protection services since June 2013. Subsequent contracts have been for periods of two years and then again for three years. Hollister is proposing a seven (7) year contract with annual cost of living increases of 3%.

Hollister City Council signed the proposed contract in October 2018; City Attorney Mall reviewed the contract in early December. It has taken our insurance carrier several months to negotiate with Hollister to increase their liability and workers compensation coverage to PARSAC's required levels.

Upon review and negotiation with our insurance carrier, PARSAC has agreed to accept \$5 million evidence of liability coverage and a workers compensation waiver of subrogation to satisfy PARSAC's insurance requirements. These requirements have been incorporated into the contract presented for Council approval.

Additionally, PARSAC and City Attorney Mall have advised that a section be added to the agreement that clearly defines Hollister as an independent contractor. This is provided under Attachment C, Section C-2.

A separate rental agreement for Hollister's use of San Juan's fire station will be brought to Council in March for approval.

The new contract allows for increased staffing at three (3) firefighters, and Hollister's purchase of a fire engine, a type 3 apparatus, and an off-road water tender.

#### Fiscal Impact

Below is a cost comparison of the current contract and the new contract proposed by the City of Hollister.

	<u>Current Contract</u>	<u>Proposed Contract</u>
	\$168,683 (+ 3% annually) = \$173,743	\$228,000 (+ 3% annually)
Staffing	2 firefighters	3 firefighters
Vehicles	SJB budget allocation for new rig ~ \$30,000/year	Hollister purchase of 3 vehicles (Attch. A, pg. 5)
Rent	<u>-0-</u>	<u>\$3,000/mo. = \$36,000 annually</u>
Net of rent & vehicle	\$198,683	\$192,000 annually

Continuation of the current contract would amount to \$173,743, together with annual allocations to the "fire engine fund". The proposed contract will cost \$192,000 with increased staffing and a new fire engine after 12-18 months.

#### Recommendation

Staff recommends approval of a contract with the City of Hollister for fire protection services for seven (7) years in the amount of \$228,000, with annual increases of 3%.

#### Attachments

Proposed Contract  
City Resolution

## **C O N T R A C T**

The CITY OF SAN JUAN BAUTISTA ("SJB") and CITY OF HOLLISTER ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. DURATION OF CONTRACT.**

This contract shall commence on \_\_\_\_\_1, 2019 and terminate on December 31, 2025. This contract shall be automatically renewed on January 1, 2026, and each January 1<sup>st</sup> thereafter, for three (3) successive one year terms, unless terminated pursuant to this contract.

**2. SCOPE OF SERVICES.**

CONTRACTOR, for SJB's benefit, shall perform the services specified in Attachment A to this contract. Attachment A is made a part of this contract.

**3. COMPENSATION FOR SERVICES.**

In consideration for CONTRACTOR's performance, SJB shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. GENERAL TERMS AND CONDITIONS.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. INSURANCE LIMITS.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$5,000,000
- (b) Professional liability insurance: n/a
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

The above insurance requirements may be met through the CONTRACTOR's program of self-insurance and insurance through the California Affiliated Risk Management Authority (CARMA).

Additionally, the insurance requirements shall include a written waiver of the CONTRACTOR's right to subrogate against the SJB as well as the following evidence of coverage:

- Subrogation waiver endorsement; and
- Properly completed Certificate of Insurance

**6. TERMINATION.**

The number of days of advance written notice required for termination of this contract is 270 days.

**7. SPECIFIC TERMS AND CONDITIONS (check one)**

☐ There are no additional provisions to this contract.

☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

**8. INFORMATION ABOUT CONTRACT ADMINISTRATORS.**

The following names, titles, addresses, and telephone numbers constitute the pertinent information for the respective contract administrators for the parties.

**Contract Administrator for SJB:**

Michaele LaForge  
City Manager  
481 Fourth Street  
Hollister, CA 95023  
(831) 636-4000  
(831) 636-4010 FAX

**APPROVED BY SJB:**

\_\_\_\_\_  
César Flores  
Mayor, City of San Juan Bautista

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Deborah Mall, City Attorney

**ATTEST:**

\_\_\_\_\_  
Laura Cent, City Clerk

**Contract Administrator for CONTRACTOR**

William B. Avera  
City Manager  
375 Fifth Street  
Hollister, CA 95023  
(831) 636-4300 x11  
(831) 636-4310 FAX

**APPROVED BY CONTRACTOR:**

\_\_\_\_\_  
Ignacio Velazquez  
Mayor, City of Hollister

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

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Jason S. Epperson, City Attorney

**ATTEST:**

\_\_\_\_\_  
Christine Black, MMC, City Clerk

## **ATTACHMENT A**

### **Scope of Services**

#### **A-1 OVERVIEW**

The Fire Protection Services to be provided by the City of Hollister shall consist of Structural Fire Protection, Vegetation Fire, Vehicle Accident, Pre-Hospital Emergency Medical Services, Hazardous Material Incident, Technical Rescue Services, Hazardous Conditions Response (flooding, downed power lines, earthquake, etc.), Fire Prevention Services, Fire Investigations, Fire Inspections and Pre-Planning Services for SJB.

Additionally, SJB hereby contracts with the City of Hollister to provide administrative and operational management of fire services within SJB. The City of Hollister Fire Chief is also delegated the authority by the SJB City Council to act as the SJB Fire Chief which includes the delivery of fire protection, emergency medical service, fire prevention investigative services and other duties associated with a full service fire department and cooperative fire protections program for SJB.

#### **A-2 OBJECTIVES**

The parties define the following objectives to be met by City of Hollister in accordance with the terms of the agreement.

- **ADMINISTRATIVE ACCOUNTABILITY:** The Fire Chief shall present biannually to SJB City Council, a report on administration policies and fire issues and will seek guidance on SJB Fire Department questions or concerns, ensuring SJB has input with regard to fire services provided and future goals of the Department, as well as status of training, staffing, costs, call times, etc. In the event that the Fire Chief is unable to provide the biannual report due to unforeseen and unplanned conflicts, the Fire Chief may assign a designee to report in his/her place.
- **FINANCIAL:** Provide the level of service described in this agreement while operating the fire services in a cost effective and efficient manner.
- **MANAGEMENT:** Provide a coordinated management program in order to effectively serve the needs of SJB.
- **RESERVE FIREFIGHTERS:** Strengthen recruitment and retention of an effective force of reserve Firefighters through improved communications, working relationships, and benefits as determined by the CONTRACTOR.
- **JURISDICTION:** Hollister Fire Department has jurisdiction within the boundaries of San Benito County, San Juan Bautista and Hollister City limits with the exception of the Aromas Tri-County Fire Protection District.

- **FACILITIES:** Identify and recommend an effective inventory of facilities to serve SJB and meet the needs of the Department.
- **PRE-PLANNING AND FIRE INSPECTIONS:** Assist SJB Building Official with pre-planning and inspection services as they relate to the Fire Department and the requirements of Title 19 and Title 24 of the California Building Codes. Applications shall receive initial review and be processed within ten (10) business days. SJB reserves the right to hire or utilize its own staff or contracted staff to provide these services as needed.
- **VEHICLES & EQUIPMENT:** Hollister Fire Department will operate a comprehensive vehicle and equipment program addressing replacement, maintenance and future purchases.
- **FIRE PREVENTION:** Provide a comprehensive fire prevention program.
- **TRAINING:** Ensure that all personnel including Reserves are required to complete training requirements to carry out their duties and responsibilities and are afforded opportunities to develop skills and abilities beyond the minimum requirements of the Department.
- **FIRE SUPPRESSION:** Provide the highest level of structural fire suppression services within the resources available to the Department.
- **EMERGENCY MEDICAL SERVICES:** Provide pre-hospital emergency medical services as defined by Title 22 and adhere to local EMS policies, procedures, certifications or reporting requirements; and participate in EMS system stakeholder meetings, including, but not limited to: Base Station, Pre-Hospital Advisory, EMCC, and SCR911 Fire/EMS Task Force and User Meetings.
- **COMMUNICATIONS:** CONTRACTOR is responsible for the ongoing management and cost of fire department related emergency 911 communications including dispatching and call taking (currently contracted through Santa Cruz Regional 911) with the exception of any Capital Infrastructure needs.
- **DISASTER PREPAREDNESS & RESPONSE:** Ensure that the Department maintains the ability to respond to major emergencies and disasters through participation in all local exercises and training that are consistent with the County Operational Area Emergency Operations Plan. In the event of a local, state, or presidential proclaimed/declared disaster, CONTRACTOR shall follow protocols and procedures as defined in the Standardized Emergency Management System, California Emergency Services Act, San Benito County Operational Area Emergency Operations Plan, and any other applicable plan, policy, or system, including communicating/coordinating with the appropriate county official or staff for response, recovery, and mitigation activities.



### A-3 PROPOSED STAFFING & TRAINING LEVELS

Staffing levels, training levels, use of auto/mutual aid agreements, unless otherwise agreed to, in writing, by the parties to this Agreement, shall be comprised of paid full time fire professionals with a ranking of one (1) Fire Chief, one (1) Battalion Chief per shift, one (1) Prevention Battalion Chief, and a combination of Fire Captains, Fire Engineers, and Firefighters to staff the four (4) engine companies covering SJB, CONTRACTOR, ~~the City~~ and COUNTY.

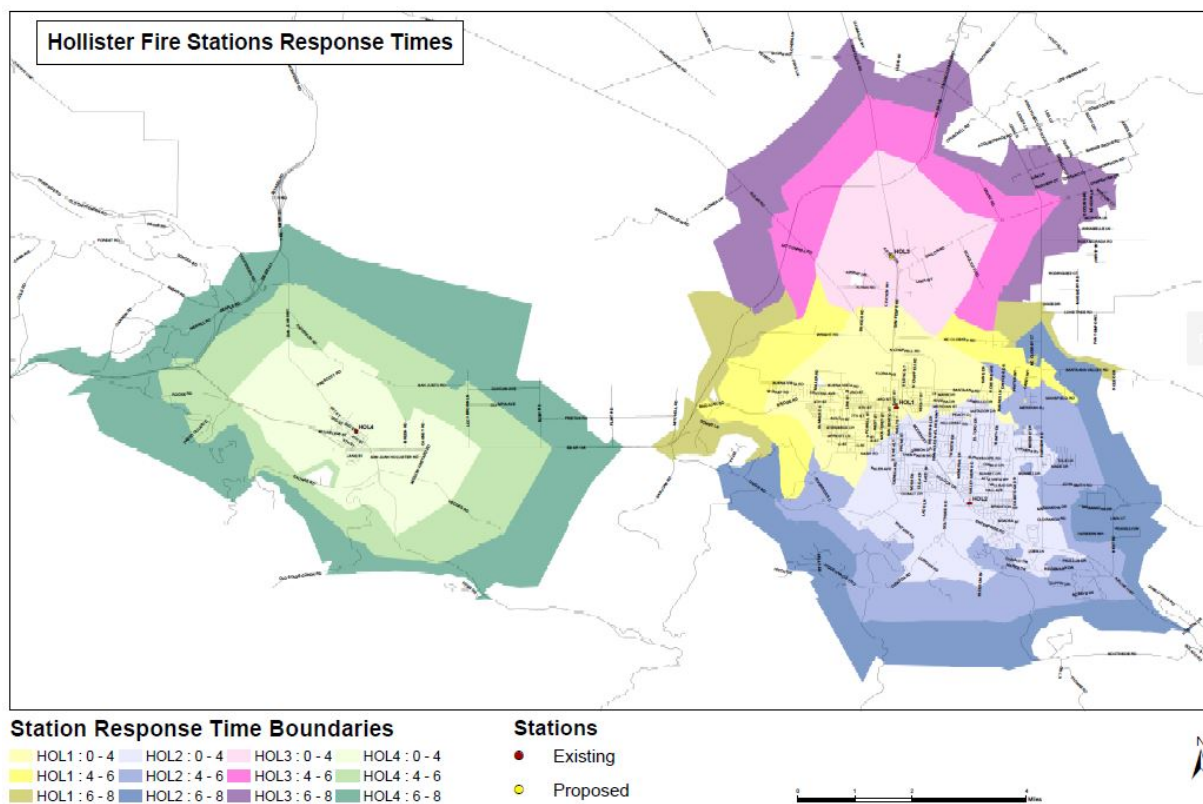
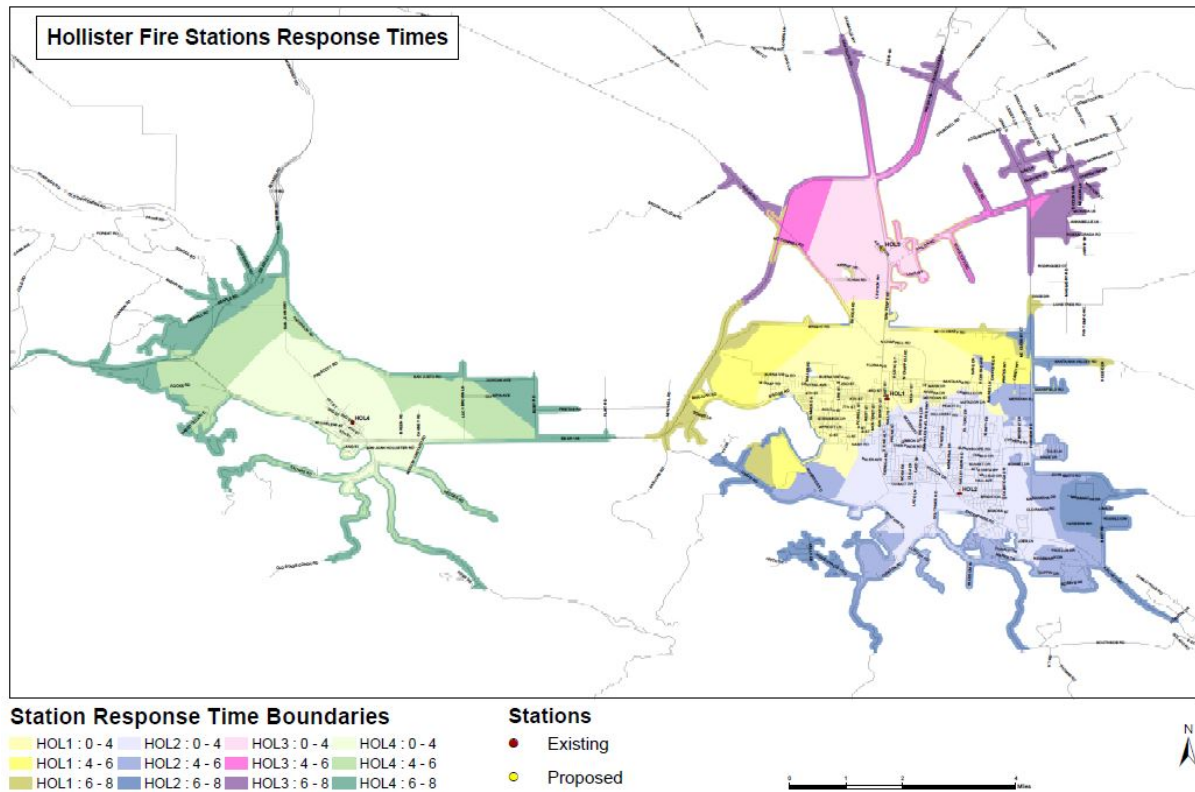
Three shifts of engine companies per fire station will provide no less than a 2 (two) person response to all incidents on the CONTRACTOR staffed County designated engine. And ~~and~~ on the CONTRACTOR staffed SJB engine located within the San Juan Bautista city limits, ~~and~~ no less than a three (3) person response on all CONTRACTOR staffed engines. ~~located within the CONTRACTOR city limits (station 1 on Fifth Street and Station 2 on Union Road).~~

### A-4 RESPONSE

Fire Companies will be dispatched from SCR911 as directed by the Fire Chief to meet the needs of the incident and provide the resources required. SCR911 provides pre-event /incident planning for calls for service and emergency medical dispatch. Fire Companies are assigned by the Chief to meet the need for each type of incident. Additional resources may be requested dependent upon the incident.

Response goals have been established to allow CONTRACTOR and SJB to evaluate the effectiveness of the Fire Department response times. The department has four pre-established zones (see images below for maps) based on station location. Each response zone identifies the response times that the department aims to reach to the 90<sup>th</sup> percentile. For calls that fall outside of the pre-defined response zones, such as those in the southern, rural portion of the county, adequate response times are defined using the following formula: Distance in miles from the nearest Hollister Fire Station at a rate of 35 miles per hour. For example, a call that is 35 miles from the nearest fire station should take the first apparatus 35 minutes or less to arrive. On a case by case basis, should weather, traffic, call queuing, or any other unforeseen complication to the response occur, an exemption may be granted and thus not counted towards the 90<sup>th</sup> percentile goal.

Response times are defined as the time from initial notification by dispatch to the assigned apparatus to arrival of the first unit on scene of the call for service.



(Maps courtesy of Santa Cruz Regional 911)

## **A-5 FIRE STATION**

Four (4) Fire Stations are proposed to provide Countywide fire services. Station 1 is owned and operated by the City of Hollister and is located at 110 Fifth Street, Hollister. Station 2, also owned by the City of Hollister, is located at Union Road.

Station 3 is temporarily located within the City of Hollister's Municipal Airport located at the termination of Aerostar Way. The City of Hollister desires to continue work on Station No. 3 to be located at the intersection of Rosa Morada and Fairview Road.

Station 4, which is located at Second and Polk Streets, is owned by SJB.

## **A-6 FIRE APPARATUS AND FIRE VEHICLES**

Initially, fire apparatus and fire vehicles will include both city-owned vehicles with preventive maintenance to be provided by the City of Hollister. SJB will maintain ownership and insurance coverage for SJB-owned vehicles listed in this agreement. CONTRACTOR will maintain insurance coverage for all liabilities in accordance with California Vehicle Code Sections 17000, et. seq., which may arise out of the operation of said vehicles.

The CONTRACTOR upon contract execution shall commence the purchase process of one (1) Type 1 Engine, one (1) Type 3 Apparatus, and one (1) Off-Road Water Tender. Delivery of said apparatus is anticipated to take 12 to 18 months. Should SJB or CONTRACTOR elect to terminate this contract, SJB shall be given the option to purchase the apparatus at a prorated amount based on the fair market value of the vehicle. For SJB owned Vehicles, CONTRACTOR shall:

- a) Provide fuel, oil, lubrication, batteries, tires, brakes and tubes.
- b) Repair, exchange, or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when vehicles were accepted by the CONTRACTOR for operation.
- c) Make such reasonable repairs to said vehicles (not including painting) as may be necessary to keep the vehicles in operating condition; provided, however, that CONTRACTOR may cease to make further repairs on any vehicles when CONTRACTOR determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In this event, or if the CONTRACTOR determines that a vehicle is not fit for further use because of obsolescence, deterioration, or damage, the CONTRACTOR shall not be required to repair the vehicle or maintain it in use.
- d) SJB, or SJB through its insurance company, shall pay to the CONTRACTOR the cost of all accident repairs in excess of \$2,000 per occurrence.

For all fire equipment and vehicles, CONTRACTOR shall keep a record regarding maintenance and repairs. All SJB personal property provided to CONTRACTOR for the purpose of fire protection services shall be marked and accounted for by CONTRACTOR in a manner that will identify the property as belonging to SJB if the equipment is later returned to SJB.

CONTRACTOR shall return SJB's Fire Apparatus upon CONTRACTOR's new fleet being placed "in service".

All fire apparatus assigned to San Benito County Station 3 and SJB Station 4 shall be marked as: County of San Benito Fire Department and City of San Juan Bautista Fire Department respectively as approved by San Benito County and SJB. At the discretion of the fire chief, CONTRACTOR may opt to mark all apparatus, regardless of station location or ownership, with the logo/patch/seal of all three jurisdictions whom are partner to this contract with the written approval of the design by SJB.

#### **A7 INVENTORY LIST**

An inventory listing of all capital and controlled assets owned by SJB shall be provided to SJB Auditor annually, upon completion of the fiscal year or as specified by the Auditor. Any obsolete, damaged, or unneeded equipment shall be provided back to SJB for disposal pursuant to SJB's surplus property policies.

**END OF ATTACHMENT A**

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by SJB to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

SJB shall pay to CONTRACTOR according to the following schedule:

	<u>Calendar Year</u>	<u>Contract Amount</u>
1.	2019	\$228,000.00
2.	2020	\$234,840.00
3.	2021	\$241,885.00
4.	2022	\$249,141.00
5.	2023	\$256,616.00
6.	2024	\$264,314.00
7.	2025	\$272,243.00

Optional Years (without prior termination).

8.	2026	\$280,410.00
9.	2027	\$288,822.00
10.	2028	\$297,487.00

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply:

(a) The CONTRACTOR will invoice SJB quarterly for services rendered.

(b) During the initial 24 months of this contract, or until CONTRACTOR has all apparatus in service, whichever occurs first, all parties acknowledge that in the event of a major disaster, loss or need to replace a major piece of equipment, SJB shall be responsible to pay to CONTRACTOR the cost of the replacement which may exceed the "not to exceed" amount in B-3 in the paragraph above, such purchases shall be subject to the review and approval of City Council. In the case of SJB not approving the replacement cost of SJB equipment,

CONTRACTOR shall be entitled to reduce the level of fire services commensurate with the SJB equipment no longer in operation.

**END OF ATTACHMENT B.**

**ATTACHMENT C**  
**General Terms and Conditions**

**C-1. INDEMNIFICATION.**

CONTRACTOR and SJB each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnities in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**C-2. INDEPENDENT CONTRACTOR.**

This Agreement shall not constitute, nor shall it be interpreted as constituting, an agreement for hire of CONTRACTOR's fire personnel by SJB and any CONTRACTOR personnel providing services under this Agreement is, and shall continue to be, an employee of the CONTRACTOR under the supervision, management and control of the CONTRACTOR. SJB shall not assume by this AGREEMENT any liability for the direct payment of any salary, wages, medical benefits, retirement benefits, or other compensation to any officer or employee of the CONTRACTOR that is performing services hereunder for SJB, or for any other liability other than that provided for in this AGREEMENT.

**C-3. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-4. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under the contract.

**C-5. PROHIBITION AGAINST ASSIGNMENT AND DLEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of SJB, and any attempted assignment or delegation without such consent shall be void.

**C-6 NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-7. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C.8 ENTIRE CONTRACT.**

This contract is the entire contract of the parties. There is no understanding or contracts pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-9. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-10. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of day specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-11, below. In the event of termination, SJB shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-11. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:



- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 6 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-12. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-13. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-14. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. SJB'S receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of the contract unless the waiver is in writing and signed by all parties.

**C-15. AUTHORITY AND CAPACITY.**

SJB's and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-16. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators, and assigns of CONTRACTOR. CONTRACTOR and all of

CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-17. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-18. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultations.

**C-19. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from, the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-20. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

**D-1 INDEMNIFICATION**

The indemnification provisions set forth in Attachment C, shall survive the termination or expiration of this Contract.

**D-2 AMENDMENTS**

This Contract may be amended only in writing with consent of both parties.

**D-3 GRANT ADMINISTRATION**

CONTRACTOR will apply for grants as it determines prudent in its sole discretion, and will administer all grants received.

**D-4 WORKERS COMPENSATION**

SJB shall not be liable to any officer, employee, Reserve or agent for any sickness or injury incurred by such person in the course of performing services under this Contract. All workers' compensation insurance shall be the responsibility of CONTRACTOR.

**D-5 NO THIRD PARTY RIGHTS**

No third party shall be deemed to have any rights hereunder against either party as a result of this Contract.

**D-6 FACILITY AGREEMENT**

The City of Hollister shall pay the City of San Juan Bautista for use of the property now commonly known as Station No. 4 located at 311 Second Street based on the following schedule:

A separate lease agreement shall be drawn. The lease shall include apparatus bay and living quarters. The City of Hollister shall be responsible for all utilities.

Years 1-3	\$3,000 per month	\$36,000 per year
Years 4-5	\$3,400 per month	\$40,800 per year
Years 6-7	\$3,600 per month	\$43,200 per year
Years 8-10	\$3,800 per month	\$45,600 per year

**D-7 SJB MECHANIC UTILIZATION**

City of Hollister shall utilize the service of the City of San Juan Bautista's Diesel Mechanic for appropriate repair and maintenance work on all diesel powered Fire Apparatus when available. Initial labor rate shall be established at \$75.00 per hour. Hourly rates are subject to change based on an annual basis.

**D-8      MAXIMUM AMOUNT OF CONTRACT**

The parties may agree in writing to modify the maximum amount and compensation terms of this Contract. Any increase shall be approved in advance by the governing bodies of the CONTRACTOR and SJB.

**D-9      EFFECTIVE DATE OF THE CONTRACT**

The parties expect that this contract will take effect on March 1, 2019.

**END OF ATTACHMENT D**

## **RESOLUTION NO. 2019-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING A CONTRACT BETWEEN THE CITY OF SAN JUAN BAUTISTA AND THE CITY OF HOLLISTER FOR FIRE PROTECTION SERVICES**

#### **RECITAL**

A. The City Council of the City of San Juan Bautista has reviewed the contract between the City of San Juan Bautista and the City of Hollister for fire protection services at a Regular Meeting on February 19, 2019.

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

SECTION 1. The Contract is hereby approved and the Mayor is authorized to execute the Contract on behalf of the City.

SECTION 2. A copy is on file in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council held on February 19, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

César Flores, Mayor

ATTEST:

---

Laura Cent, City Clerk

# **CITY OF SAN JUAN BAUTISTA**

## **CITY COUNCIL**

### **STAFF REPORT**

**DATE:** February 12, 2019

**SUBJECT: AMEND THE COMMUNITY HALL AGREEMENT TO SPECIFY  
LEVEL ONE SECURITY FOR ALL EVENTS**

**FROM:** Trish Paetz, Administrative Services Manager

**Background:**

Security patrol contracted by renters of the City Community Hall have not been effective. There was recent damage to the hall that the required deposit could not cover, and there have been complaints by neighbors of excessive noise and lewd acts taking place outside the hall during events. Currently, the City's agreement does not specify which security companies can be used but staff provides business cards upon request for Kysmet Security and Patrol and Panther Protective Services. While there have not been issues with these providers, some renters contract with security companies that are not licensed.

Some venues in neighboring Hollister and Aromas specify in their rental agreements who is allowed to cater, serve alcohol, and provide security. Staff feels designating one security company for all events would be in the best interest of the City.

**Recommendation:**

Staff has developed a good business relationship with Level One and proposes designating Level One as the only security company for events at the Community Hall.

**Attachments:**

Hall Use agreement with amended areas highlighted.

**San Juan Bautista  
Community Hall  
P.O. Box 1420  
10 San Jose Street  
San Juan Bautista, CA 95045**

**HALL USE AGREEMENT**

I, \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Cell No.: \_\_\_\_\_ Email: \_\_\_\_\_

Hereby enter into this agreement with the City of San Juan Bautista for the use of the San Juan Bautista Community Hall on:

Day(s): \_\_\_\_\_ Date: \_\_\_\_\_ Times: \_\_\_\_\_

***Amplified Music shall stop by 10:00 p.m. Applicant must be out no later than ending time specified on time of use information line. Any attendees remaining after declared ending time will incur additional security charges. Any additional charges will be subtracted from your deposit.***

Are you applying for: (circle one)    One time use    or    On-going regular use

**Function Information**

Type: \_\_\_\_\_  
Setup time: \_\_\_\_\_ to \_\_\_\_\_  
Time of use: \_\_\_\_\_ to \_\_\_\_\_  
Cleanup time: \_\_\_\_\_ to \_\_\_\_\_  
Total hours in use: \_\_\_\_\_  
Number of guests: \_\_\_\_\_  
(200 person capacity)  
Will food be served?:    Yes / No  
Will alcohol be served?    Yes / No  
Admission charge?    Yes / No  
Are tables needed?    Yes / No  
Are chairs needed?    Yes / No

**Club/Organization Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Person & Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Home No.: \_\_\_\_\_  
Work No.: \_\_\_\_\_  
Cell No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Non-profit:    Yes / No  
(Evidence of non-profit status required, i.e. 501(c)(3))

**I agree to the following terms:**

1. A rental use fee of \$ \_\_\_\_\_ is due 21 days in advance of the date of use. Checks should be made payable to "City of San Juan Bautista". Proof of residency is required. **All forms and payment must be returned to City Hall 21 days in advance of the date of use.**

2. The following deposit is due 21 days in advance of date of use: Refundable Cleaning Deposit \$200.00.
- 3.
4. All or a portion of the deposit will be refunded within 30 days after use.
5. Any cancellations will be charged an admin fee of \$100.00. \_\_\_\_\_ (Please Initial)
6. **Security Guards provided by Level 1 Security are required for all events. The fees for Level 1 Security will be added to the total cost of renting the Community Hall, as follows: One (1) Level 1 Security Guard per every 50 attendees (up to 200) with a minimum of two (2) Level 1 Security Guards. The fee is \$30.00 per hour per Level 1 Security Guard. \_\_\_\_\_ (please initial)**
7. Alcoholic beverages must be consumed in the building only. Please do not consume alcoholic beverages outdoors.
8. Liability insurance coverage in the amount of \$1,000,000 shall be provided naming the *City of San Juan Bautista as an additional insured*. Proof of coverage shall be presented to the City 21 days prior to use by providing a Certificate of Insurance. The Certificate must have the name of the renter from the top of page 1. The City of San Juan Bautista does provide insurance through Driver Alliant for a fee of \$206.59/per event.
9. Upon completion of this rental, and all clean up, Renter shall contact City Hall at which time arrangements will be made to inspect the hall. Following the inspection, a determination will be made concerning the cleaning deposit refund.
10. All garbage, trash and other waste shall be removed from inside and outside of the building. A 2-yard garbage bin dumpster is located by the kitchen entrance on First Street. **Renters must furnish their own trash bags.**
11. If the kitchen is used, counters shall be wiped clean and any gas appliances that were used shall be wiped clean and shut off.
12. If any spots or spills occur, please wipe up and dry them immediately.
13. The kitchen shall be cleared of any trash or debris.
14. Bathrooms shall be cleared of any trash and the wastebaskets emptied.
15. In no event shall private property be trespassed upon or used for parking. All parking shall be limited to public streets. **Please do not block our neighbors' driveways!**
16. I (the renter) shall be honest in my dealings with the City of San Juan Bautista, and promise to treat its members, their hall, and the neighbors with courtesy and respect.



17. To save the rental date, a Good Faith deposit of \$500 will be payable with this contract to reserve the hall. Notice of cancellation of event needs to be in writing within 90 day notice prior to your event. There is a \$100.00 Cancellation Admin Fee. \_\_\_\_\_ (Please Initial)

18. Key policy:

Weekday use: Keys can be picked up at the City Hall front counter Monday through Friday during the times of 9:00 a.m. – 1:00 p.m. on the day of the use for those who have weekday use. Keys should be returned by dropping them in the gray drop box to the right of the front entrance to City Hall immediately after use.

Weekend use: Keys must be picked up before 11:00 a.m. Friday before the event unless other arrangements have been made with staff. Set-up may start after the keys have been released to the renter. Cleaning must be completed by 2:00 p.m. Sunday after the event. Keys must be returned by dropping them in the gray drop box to the right of the front entrance of City Hall immediately after use.

### STATEMENT OF LIABILITY

It is the express condition of this permit that the City of San Juan Bautista officers, agents and employees, shall be free from any and all death or deaths of or any injury of injuries to any person or property or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by Permittee in connection save harmless the City, its officers, agents and employees, from all liabilities, charges, expenses (including counsel fees) and costs of account of, or by reason of, any such death or deaths, injury or injuries, liabilities, claims, suits or losses however occurring, or damage growing out of the same.

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

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

**San Juan Bautista  
Community Hall Rental Application  
P.O. Box 1420  
10 San Jose Street  
San Juan Bautista, CA 95045**

**Rental Fee Schedule**

All Checks to be made payable to "City of San Juan Bautista"

Maximum capacity: 200 Persons

**User Categories:**

- 1:** City Residents /County Residents/Unincorporated San Benito County Residents; Proof of residency required.
- 2:** Non-San Benito County Residents
- 3:** Local City and County Non-Profits

**Hall Rental Fee**

	<b>Monday – Sunday 8:00am – 11:00pm</b>	<b>Deposit</b>	<b>Cleaning Deposit</b>
<b>1</b>	<b>\$650.00</b>	<b>\$500</b>	<b>\$200</b>
<b>2</b>	<b>\$850.00</b>	<b>\$500</b>	<b>\$200</b>
<b>3</b>	<b>-0-</b>	<b>-0-</b>	<b>\$200</b>

**Fees Due By:** Fees must be paid 21 days in advance. A reservation cannot be guaranteed until all fees are paid. Fees must be paid immediately for reservations made less than 30 days in advance. If a reservation is cancelled with less than 30 days notice, fees are not refundable. Initials \_\_\_\_\_

**Hall Cleaning:** The Hall Rental Fee includes an allocation of \$200 for cleaning. Should the cleaning costs exceed \$200, the additional amount will be deducted from your Good Faith deposit. Initials \_\_\_\_\_

**Deposit Requirements**

**Deposit:** A deposit is required for all events. The deposit is returned the next regular check cycle (normally within 30 days) after the Hall has been inspected, cleaned and any damages repaired. The deposit is due when the reservation is made. Initials \_\_\_\_\_

### **Other Requirements**

1. **Insurance:** A certificate of Liability Insurance in the amount of \$1,000,000, endorsed to add the City of San Juan Bautista as an "Additional Insured," must be provided to the City of San Juan Bautista at least 21 days prior to the event. The City of San Juan Bautista offers, as an option, the Tenant User Liability Insurance program through Drivers Alliant Insurance for users of City facilities, for a fee equal to the City's cost for the insurance plus 15% administration fee. (Most homeowners policies can also provide this coverage at little to no cost). Additional insurance will be required if alcohol is served. California ABC laws must be followed; it is the renter's responsibility to become familiar with those laws. Initials \_\_\_\_\_
2. **Caterers:** Caterers must be licensed and comply with State and local regulations. Initials \_\_\_\_\_
3. **Security Guards: Level 1 Private Security is required for all events. The fee for Level 1 Private Security is \$30.00 per hour per guard per every 50 attendees with a minimum of two (2) Level 1 Private Security. The fees will be added to the total cost of renting the Community Hall. If additional Level 1 Private Security is required for your event the fees will be subtracted from your Good Faith deposit.** Initials \_\_\_\_\_
4. **Trash Service:** The State requires all large events to have a solid waste recycling program. To fulfill this requirement the City provides both trash and recycling containers for all events. These containers must be clearly marked. Should a container be filled during an event, the renter is expected to change the bag so garbage does not overflow onto the floor. The City will properly dispose of all properly bagged trash with no charges against the deposit. Initials \_\_\_\_\_
5. **Decorations:** No decorations are allowed on the walls, windows, woodwork, doors, or ceilings of the building. Tape that will damage or mar surfaces shall not be used. Decorations must be limited to self-standing. No burning candles or open flames are allowed in the building. No smoke, water or mist devices are allowed. No helium balloons are allowed in the Community Center. Initials \_\_\_\_\_

### **Additional Facility Information**

1. **Tables and chairs** are available from the City but are limited.
2. **Parking** – Community Hall parking is along the side streets, primarily First Street, Second Street, Jefferson and San Jose Streets. Guests are not allowed to park in the Casa Maria parking lot. If the parking lot is open, it is because Casa Maria is having an event and will need all of the parking for their guests. Initials \_\_\_\_\_

## Additional Community Center Rental Policies

The City of San Juan Bautista City Council has set for the following policies with respect to rental and other uses of the San Juan Bautista Community Center:

### Rights and Priorities of Use:

- 1.) Anyone or any group can rent the Community Hall on a first come first serve basis.
- 2.) Rentals can be pre-empted in the event of a declared emergency in which the Community Center will be utilized by the Red Cross and/or other appropriate groups for community assistance. In this event, all deposits and rental fees shall be refunded for any party who is unable to use the hall during the emergency.

### Fees and Payments:

- 1.) All fees shall be paid in accordance with the published and approved rental rates and deposit schedule of the City of San Juan Bautista.
- 2.) Public Agencies requesting the use of the Community Center for business activities involving the City of San Juan Bautista will not be charged a rental fee but will be responsible for the cleaning costs of the room following their activity.
- 3.) Community non-profits may rent the Community Center on a space available basis Monday through Thursday only, and are required to pay for insurance and a cleaning deposit.
- 4.) Fees charged and/or assessed may be appealed to the San Juan Bautista City Council.

### Cleaning and Damage Assessment:

- 1.) Each renter of the San Juan Bautista Community Center is required to do a pre-rental walk-through with City personnel to assess any existing issues that might be present with the building. Any existing issues must be noted in a writing signed by the renter and the City during this walk-through to avoid subsequent assessment against your deposit. \_\_\_\_\_ (please initial)
- 2.) After each event, renter must clean the hall inside and outside building but not the floor, as instructed by City staff. City staff will inspect the hall and the renter may be charged for the cost to fix, repair, or clean any damage or detrimental condition found by staff. This includes, but is not limited to wall and floor damage, excess garbage, helium balloon removal, and appliance damage.
- 3.) Rental fees contain an allowance for building cleaning. Any cleaning costs in excess of that allowance will be taken out of the deposit. Any cleaning or repair damages in excess of the deposit are the renter's and the renter's insurance company's responsibility.
- 4.) Any fees assessed for cleaning or damage may be appealed to the San Juan Bautista City Council.

# CITY OF SAN JUAN BAUTISTA

## STAFF REPORT

**Date:** February 19, 2019  
**To:** City Council  
**From:** City Manager Michael LaForge and Fleet Manager Paul Champion  
**Subject:** **Capital Expense #46 Maintenance Equipment  
\$30K - Purchase Tier 4 EPA Compliant in Perpetuity 4X4,  
70 HP Kubota Tractor \$68K vs \$30K budget**

Staff recommends that City Council approve purchase of a back hoe per attached quote of \$68K.

**Background:** The current tractor is at its end of life. It is a 1998 35HP 4X4 Kubota with 2500 hours. It has had two clutches put into it. The original cost was \$44K; current value \$5,000. Issues with it is the differential and breakdowns are starting to occur on every job for various issues, so productivity suffers. It does not have the capacity for lifting street plates. Underground depth requirements are lower than 8'. The proposed new tractor is 14'. The City hydrant project will require a deeper trenching capability, as well as any major grading.

### **Analysis:**

Benchmarked other municipalities and this is commonly used.

Public Works originally anticipated buying a used tractor for \$30K, but decided that a more cost effective approach would be to purchase a new tractor.

1. Allows for more capital projects to be completed in house. This can save 75% of expense of going out to bid. For example, Seventh Street sewer repair project bid came in at \$200K and public works completed for \$50K.
2. Allows the scope of project capability to widen
3. Makes project execution 3X more efficient given the bigger rig
4. The dealer is giving us 15% discount and a 2000 hour warranty

Public Works Supervisor Bryan has stated that the tractor 'pops out of gear' and jerky, making it difficult and potentially a safety concern to operate.

**Fiscal Review:** Paying cash will allow a 15% discount for municipalities. We budgeted \$30,000, so this is a request to go **\$38,000 over budget**. 2000 hour warranty. PW has executed several capital projects in house vs original plan to

contract out, and several PW related projects are coming in under budget, saving approximately \$52,000 which more than covers this overage.

Budget areas that we will use to offset overage:

1. PW will be completing acoustic material installation (**capital project #18**) and will be able to do for \$5000 vs \$15,000, saving \$10K.
2. **Verutti Park Capital project #42**, budgeted \$50K, public works will be able to complete in house for less than \$20K. \$30K savings.
3. **PW Building Gutter project #23**, budgeted \$8,000, was brought in house and saved \$6K.
4. **Emergency Generator purchase #25**, \$16,000 budgeted, will actually cost \$12,000 because we overestimated KW requirements. Saving \$4K
5. **PW Heater Replacement project #22**, \$2,000. No longer needed; heater is adequate. Saving \$2K
6. **PW Electric Gate project #24**, \$8K came in \$800 below budget.

**Alternatives:** We looked at John Deere, but cost was \$50K more and Kubota lasts long enough, is very reliable, and they stand behind their products.

**Attachments:**

Capital Plan FY19 Rev. Feb 2019  
Retail Contract from C & N Tractor  
City Resolution



# C & N TRACTORS

496 SALINAS ROAD • ROYAL OAKS, CA 95076 • PHONE (831) 722-2733 • FAX (831) 728-5837

## Retail Contract

Purchaser CITY OF SAN JUAN BAPTISTA Phone 831-623-4661 Date 2-6-19  
Address P.O. Box 1420 SAN JUAN BAPTISTA, CA 95045

PAUL CHAMPION

DESCRIPTION: (Include Model, Year, Make)

ONE-NEW M62TLB-B  
KUBOTA CONSTRUCTION TRACTOR  
63HP, 4WD, POWER STEERING  
HST PLUS TRANSMISSION.

Includes:

TL1800 FRONT LOADER

3RD FUNCTION VALVE

BT1400V BACKHOE

HYDRAULIC THUMB

QUICK COUPLER

12" BUCKET

18" BUCKET

RUBBER/STEEL SHOES

3PT LINKAGE + STORAGE KIT

Price \$ 57,145.14

ONE-NEW AP-CB5874-01-20 41/1 BUCKET

Price \$ 4,200.00

ASSEMBLY-FACTORY \$ 530.00

ASSEMBLY-DEALER \$ 708.33

FREIGHT \$ 680.00

PDI \$ 250.00

DELIVERY \$ 72.34

**TOTAL PRICE**

Item:

TOTAL PRICE \$ 63,585.81

Sales Tax 4447.52

UCC Fees

Official Fees

Tire Tax Fees

TOTAL CASH PRICE (1) \$ 68,033.33

Down Payment

☐ Trade-In

Net Value

☒ Cash

With Order

On Delivery

TOTAL DOWN PAYMENT (2) \$ 40,000.00

### TRADE-IN EQUIPMENT

MAKE, MODEL AND DESCRIPTION	SERIAL NO.	ALLOWANCE
* April 1, 2019	#1200.00	\$
MAY 1, 2019	#1200.00	
JUNE 1, 2019	#1200.00	
JULY 1, 2019	#24,433.33	
GROSS TRADE-IN ALLOWANCE		\$
LESS: AMOUNT OWED TO:		(\$ )
NET TRADE-IN ALLOWANCE		\$
UNPAID BALANCE (1 less 2)		\$ <u>28,033.33</u> *

\* April 1, 2019 #1200.00

MAY 1, 2019 #1200.00

JUNE 1, 2019 #1200.00

JULY 1, 2019 #24,433.33

GROSS TRADE-IN ALLOWANCE

LESS: AMOUNT OWED TO:

NET TRADE-IN ALLOWANCE

UNPAID BALANCE (1 less 2)

Unpaid balance payable as follows:

☐ CASH due

☐ DEFERRED TIME PAYMENTS payable in

\* installments at \$ \_\_\_\_\_ each

per month commencing \_\_\_\_\_

on retail contract with \_\_\_\_\_

I have been advised by C & N Tractors of the California Assembly Bill 1642 requiring spark arrestors be installed on all engine powered equipment after January 1, 1974.

Signed \_\_\_\_\_

### Re: Article No. 10 and No. 22

Construction Safety and General Safety Order became a California State Law April 1, 1971, requiring rollover protective structures and seat belts. I have been told of this, and thereby relieve C & N Tractors of any obligation or liability involving operation of this machine.

Signed \_\_\_\_\_

		Dept name	Project Description	FY19	FY19 Feb '19 forecast	FY19 Act	budget perf	execution perf	Feb 2019 update
1	WIP	Fire	Fire Hydrant replacements (replace two hydrants e	10,000	10,000	0			alignment with HFD on plan
2	completed	Fire	Rescue truck outfitting for small fires and sphere o	20,000	0	0			got HFD to include new rig in firec contract; thus saving this money.
3	completed	Fire	Heater Ducting fix	1,500	0	0			complete
4	completed	Fire	Recliners station 4	1,800	2,037	2,037			complete
5	completed	Fire	Diesel exhaust apparatus	13,000	13,460	13,460			complete
7	not started	Streets&Storm	Annual Pavement Rehabilitation	17,500	?				Harris is working on bid document
9	not started	Streets&Storm	3rd between Tahualemi and Muckelemi	175,000	?				Harris is working on bid document
12	not started	Streets&Storm	South 5th St	126,000	?				Harris is working on bid document
13	completed	Streets&Storm	San Juan Hollister Road	357,000	116,000	116,000	240k poss use		complete, used traffic impact fees/SCIP from Copperleaf
14	not started	Streets&Storm	Intersection beautification in the historic district	40,000	?	0			began quoting process, 1 quote in progress, need to engage 2 more asphalt companies, work to begin in spring and complete by June 15.
15	not started	Streets&Storm	Table Tops/crosswalks along 4th, Monterey	80,000	?	0			began quoting process, 1 quote in progress, need to engage 2 more asphalt companies, work to begin in spring and complete by June 15.
16	still needed?	Building parks and grou	Install Fence at school	17,500	0	0			Got authorization to allow basketball anytime the pickleball volunteer is on site. Pickleball volunteer will open gate and collect waivers for basketball activity.
17	need guidance from parks commission	Building parks and grou	Park improvements per 10 year master plan	60,000	5,000	5,000			
18	WIP	Building parks and grou	Community center acoustic redesign	15,000	5,000	5,000			will come in \$10K under budget
19	completed	Building parks and grou	City Hall flooring	12,500	500	500			saved \$12 K
20	completed	Building parks and grou	City Hall interior paint	25,000	5,000	5,000			saved \$20K
22	not longer needed	Building parks and grou	heater public works	2,000	0	0			
23	completed	Building parks and grou	Install gutters at Corporation Yard Building	8,000	2,000	2,000			complete
24	completed	Building parks and grou	Electric gate opener Public Works	8,000	7,045	7,045			complete
25	completed	Building parks and grou	Emergency generator city hall and fire station	16,000	on track	on track			



City of SJB CAPEX Master List

26	WIP	Water	Well 6	440,000	402,000	402,000			complete
27	partial	Water	Water master plan (include blue valve)	35,000	17,250	17,250			completed water capacity plan (\$12K) which is a component of this.
28	WIP combine with #1	Water	Water line upgrades	37,500	37,500	0			
29	completed	Water	Replace Water Valves (Replace 5 valves each year)	10,000	0	0			completed in house.
30	completed	Water	Smart Water meters (complete)	42,000	31,622	31,622			
32	completed	Water	Tank maintenance	5,000	4,200	4,200			complete
33	completed	Sewer	Sludge	400,000	495,000	495,000			complete
34	WIP	Sewer, water	solve for salt (hollister to SJB treated surf water)	100,000	0	0			high level plan in place with Water Resources Board: pellet or Hollister surf water or Betabel
38	WIP	Water/Sewer	Telemetry	25,000	36,880	36,880			over budget
42	WIP	Special district restroom	Verutti park	50,000	20,000	5,000			work in progress likely \$30k under budget
43	WIP	Library	chromebooks	5,000	0	3,000			
44	80% complete	Library	Grounds update	20,000	11,000	11,000			tree and landscape cleaned up
45	WIP	Library	Interior update (ergo front desk, lounge pods vs de	30,000	5,000	15,000			
46	WIP	mutiple	maintenance equipment	40,000	70,000	70,000			Got quote for back hoe \$60K
51 (FY18 RO)	WIP	Water	Iron Mang Treatment and conversion contruction	140,000	300,000	300,000			over budget and timeline at risk
52 (FY18 RO)		Building parks and grou	City hall reroof	95,000	123,000	123,000			\$117K for roof, \$6.2K for fumigation complete. Use 12.5K flooring money and .
53 (FY18 RO)	WIP	Water	Well 5 electrical	20,000	9,800	9,800			
54	complete	Sewer	WWTP Assessment	0	33,300	33,300			complete
			<b>Yearly Totals</b>	<b>2,525,300</b>	<b>2,097,807</b>	<b>2,048,307</b>			

## **RESOLUTION 2019-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AMENDING THE SAN JUAN BAUTISTA MUNICIPAL BUDGET FOR FY 2018-2019**

**WHEREAS**, the City Council adopted the municipal budget for FY 2018-2019, and

**WHEREAS**, Council allocated \$30,000 for a tractor to replace the 1998 Kubota tractor used by the City Public Works Department, and

**WHEREAS**, staff originally anticipated buying a used tractor, but have decided a more cost effective approach would be purchase of a new tractor, and

**WHEREAS**, staff received bids from various local tractor sales locations, and

**WHEREAS**, all bids came in higher than \$30,000, with C & N Tractor's offer of \$68,000 for a Kubota construction tractor the best deal, and

**WHEREAS**, staff proposes that funds in the amount of \$38,000 be moved from various Capital Improvement projects already completed under budget, or anticipated complete with the assistance of a tractor.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of San Juan Bautista approves the allocation of \$38,000 from the Capital Improvement projects fund for the Capital Purchase of a 2018 Kubota Tractor.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a meeting held on the 19th day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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César E. Flores, Mayor

**ATTEST:**

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Laura Cent, City Clerk

# **CITY OF SAN JUAN BAUTISTA**

## **CITY COUNCIL**

### **STAFF REPORT**

**DATE:** February 12, 2019

**SUBJECT: REQUEST TO REVISIT LIST OF COUNCIL REPRESENTATIVES  
TO COMMITTEES**

**FROM:** Trish Paetz, Administrative Services Manager

**Background:**

Council and the mayor made selections to committees at the December 2018 meeting. Unfortunately, some committee appointments were not addressed, as well as selection of some committee alternates.

The attached matrix highlights committees that are still in need of a representative appointment. In addition to this, a new committee has been added; Monterey and San Benito Counties Continuum of Care (CoC) Leadership Council. The San Benito County Department of Health Services is asking that we appoint a representative. Vice Mayor Edge is the representative to the San Benito Homeless Planning Group which is in partnership with the CoC Leadership Council.

**Attachments:**

Council Board and Committee Membership Responsibilities List  
Email from Enrique Arreola, SB County Deputy Director HHS.

## *City Council Board and Committee Membership Responsibilities*

<b>Organization</b>	<b>Primary</b>	<b>Secondary</b>	<b>Meeting Times</b>	<b>Remuneration</b>
LAFCO	Dan DeVries	Leslie Jordan	4 <sup>th</sup> Thursday 6:00 pm	None
AMBAG	John Freeman	???	2 <sup>nd</sup> Wednesday 7:00 pm	\$50
COG	Cesar Flores	Mary Edge	3 <sup>rd</sup> Thursday 2:00 pm + daytime special mtgs	\$100
Water Resources Assn (w/SBC Water Dist.)	John Freeman		Monthly 1 <sup>st</sup> Thursday	None
West Nile Virus (San Benito County)	??? Meets infrequently		Monthly 4 <sup>th</sup> Wednesday 3:15 pm	None
Integrated Waste Mgmt.-Local Task Force	John Freeman		Meets annually.	None
Monterey Bay Unified Air Pollution Control District Board (alternates between Hstr/SJB & S.Cruz Co. cities)	Hollister	S. Cruz County City	3 <sup>rd</sup> Wednesday 1:30 pm Rotating membership	\$100
CMAF	Art Testani	---	Monthly	None
Intergovernmental Committee	John Freeman	???	Monthly, 1 <sup>st</sup> Thursday 10:30 am	None
Ad Hoc Committee for Pkg w/in the City	Mary Edge & ???	---	As needed.	None
Ad Hoc Committee for Sheriff Contract	Dan DeVries & ???	---	As needed.	None
Ad Hoc Committee for Cannabis	Dan DeVries & ???	---		None
Investment Advisory Committee	Dan Devries, CM, Treas., Accountant	---	As needed.	None
San Benito Homeless Planning Group (County)	Mary Edge	---	Monthly, 2 <sup>nd</sup> Monday 2:00 pm	None
Mont./S.Benito Co. Continuum of Care Leadership Council	???	---		None
Monterey Bay Comm. Power Authority Operations Board	John Freeman	Leslie Jordan	2 <sup>nd</sup> Wednesday, 8 meetings/year 10:30 a.m.	\$100
Area Agency on Aging	Mary Edge	---		None

## Laura Cent

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**From:** Enrique Arreola <EArreola@cosb.us>  
**Sent:** Thursday, January 10, 2019 1:33 PM  
**To:** 'Trish Paetz'  
**Cc:** m.edge@san-juan-bautista.ca.us; James Rydingsword; 'Katherine Thoeni'  
**Subject:** RE: San Benito Homeless Planning Group

Thank you Trish

I already submitted my request to include her in the email distribution list.  
Katherine Thoeni is the Executive Director for the Coalition of Homeless Services Providers. I have included her in this email.  
She will confirm the meeting schedule, times and location.

Thank you Trish

Enrique Arreola  
Deputy Director

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**From:** Trish Paetz [mailto:[deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us)]  
**Sent:** Thursday, January 10, 2019 10:22 AM  
**To:** Enrique Arreola  
**Cc:** m.edge@san-juan-bautista.ca.us  
**Subject:** San Benito Homeless Planning Group

Good morning Enrique. Vice Mayor Mary Edge was appointed by the mayor to represent our city at the San Benito Homeless Planning Group. As I understand, they meet the second Monday of the month at 2 pm but I do not know where they meet. I have copied the vice mayor on this email. Can you please see that she receives meeting notifications? Thank you.

*Trish Paetz, CMC  
Deputy City Clerk  
Administrative Services Manager  
City of San Juan Bautista  
P. O. Box 1420  
311 Second Street  
San Juan Bautista, CA 95045*

(831) 623-4661, ext. 13  
(831) 623-4093 (fax)  
Email: [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us)