



# City of San Juan Bautista

*The "City of History"*

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

## **AGENDA** **REGULAR CITY COUNCIL MEETING**

**TUESDAY ~ JUNE 15, 2021 ~ 6:00 P.M.**

### **~ PUBLIC PARTICIPATION BY ZOOM ONLY ~**

**Join Zoom Webinar** <https://zoom.us/j/86815836405>

**or call 1 (669) 900-6833**

**Webinar ID: 868 1583 6405**

#### **THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20**

In order to minimize the spread of the COVID 19 virus the City Council is conducting this meeting by Zoom conference and will be offering alternative options for public participation. You are encouraged to watch the meeting live on Zoom or Facebook. *Please follow the Governor's Shelter in Place Order and the CDC Guidelines regarding preventative measures and do your part to help flatten the curve and prevent further spread of COVID-19.*

**PUBLIC COMMENTS WILL BE TAKEN ON AGENDA ITEMS BEFORE ACTION IS TAKEN BY THE CITY COUNCIL. DURING THE MEETING:** TO PROVIDE VERBAL PUBLIC COMMENTS ON AN AGENDA ITEM DURING THIS MEETING CALL THE PHONE NUMBER LISTED ABOVE OR LOG INTO ZOOM AND ENTER THE MEETING ID NUMBER AS LISTED ABOVE.

When the Mayor announces public comment is open for the item which you wish to speak, press \*9 on your telephone keypad or if joining by Zoom, use the raise your hand icon. When called to speak, please limit your comments to three (3) minutes, or such other time as the Mayor may decide, consistent with the time limit for all other speakers for the particular agenda item. Comments from other platforms will not be considered during the meeting. If you would like to participate you **MUST** login to Zoom.

Written comments may be mailed to the Deputy City Clerk at City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) not later than 5:00 p.m., June 15, 2021, and will be read into the record during public comment on the item.

In compliance with the Americans with Disabilities Act, and Governor's Order N-29-20, the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Deputy City Clerk a minimum of 48 hours prior to the meeting at (831) 623-4661.

If you challenge any planning or land use decision made at this meeting in court, you may be limited to raising only those issues you or someone else raised at the public hearing held at this meeting, or in written correspondence delivered to the City Council at, or prior to, the public hearing. Please take notice that the time within which to seek judicial review of any final administrative determination reached at this meeting is governed by Section 1094.6 of the California Code of Civil Procedure.

A Closed Session may be called during this meeting pursuant to Government Code Section 54956.9 (d)(2) if a point has been reached where, in the opinion of the legislative body of the City on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the City.

Materials related to all items on this agenda are available in the agenda packet on the City website [www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us) subject to Staff's ability to post the documents before the meeting, or by emailing [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) or calling the Deputy Clerk (831) 623-4661 during normal business hours.

1. **Call to Order**  
**Pledge of Allegiance**  
**Roll Call**

2. **Public Comment on Items Not on the Agenda but Within the Subject Matter**  
**Jurisdiction of the City Council**

This portion of the meeting is reserved for persons desiring to address the Council on matters not on this agenda. The law does not permit Council action or extended discussion of any item not on the agenda except under special circumstances. If Council action is requested, the Council may place the matter on a future agenda.

3. **Consent Items**

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

- A. **Approve Affidavit of Posting the Agenda**
  - B. **Approve Affidavit of Posting Public Hearing Notices**
  - C. **Approve Minutes of the April 20, 2021 City Council Meeting**
  - D. **Approve Minutes of the May 15, 2021 City Council Meeting**
  - E. **Adopt a Resolution of the City Council of the City of San Juan Bautista Making Certain Findings and Determinations in Compliance with Section XIIB of the California Constitution (GANN Initiative) Setting the Appropriation Limit for Fiscal Year 2021-2022**
  - F. **Adopt a Resolution of the City Council of the City of San Juan Bautista Adopting a City Holiday Schedule for Fiscal Year 2021-2022**
  - G. **Waive Reading of Ordinances and Resolutions on the Agenda Beyond Title**
4. **Presentations, Informational Items and Reports**
    - A. **Presentation of Measure G Transportation Safety and Investment Plan Activities and Expenditures by Mary Gilbert and Veronica Lezama of the San Benito County Council of Governments**
    - B. **Presentation of San Benito County Integrated Waste Management Green Business Program by Celina Stotler**
    - C. **Treasurer's Report and Monthly Financial Statements by City Treasurer Michelle Sabathia**
    - D. **City Manager's Report**
    - E. **Reports from City Council Representatives to Regional Organizations and Committees**
5. **Public Hearing Items**
    - A. **Valle Vista Landscape and Lighting Maintenance Assessment District No. 1**
      - i. **Adopt a Resolution of the City Council of the City of San Juan Bautista Confirming a Diagram and Assessment for Fiscal Year 2021-2022**
      - ii. **Adopt a Resolution of the City Council of the City of San Juan Bautista Certifying Compliance With State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges**
    - B. **Introduction of an Ordinance Amending the San Juan Bautista Municipal Code Chapter 10-1, to Revise Section 10-1-505 to Include an Increase in Fence Heights if Needed to Mitigate Noise or Provide Screening from Adjoining Highways or Non-Residential Use and to Prohibit Fences Closer than Three Feet from a Fire Hydrant (Exempt from CEQA) (Continued from the May 18, 2021 Regular Meeting)**

**6. Action Items**

- A. Adopt a Resolution of the City Council of the City of San Juan Bautista Designating Rehabilitating Franklin Street, North Street, Second Street, The Alameda, and Polk Street as the City's Priority Projects Under the State's Road Repair and Accountability Act of 2017 (SB1)**
- B. Adopt a Resolution of the City of San Juan Bautista Authorizing the City Manager to Execute a License Agreement with Etheric Networks Incorporated to Place Communication Equipment on the City's Water Tank for the Transmission of Communication Signals Providing a New Source of Internet Access for the Community in Consideration for Free Wi-Fi on Third Street and at City Facilities**
- C. Adopt a Resolution of the City Council of the City of San Juan Bautista Adopting the Fiscal Year 2021-2022 Budget and Capital Improvement Plan**
- D. Appoint a Member of the Public (At Large) to the Safety Committee**

**7. Discussion Items**

- A. Discussion of Microenterprise Home Kitchen Operations (MEHKO) in the City of San Juan Bautista**
- B. Update on Water and Wastewater Distribution System Enhancements and Compliance with the Environmental Protection Agency**
- C. Update on COVID-19 and Affects to the San Juan Community and San Benito County**
- D. Re-Opening City Public Meetings and City Facilities**
- E. Discuss the Issue of Temporary Basketball Hoops in the Public Right of Way**
- F. Discussion of Resuming In-person City Council and Planning Commission Meetings**

**8. Comments**

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

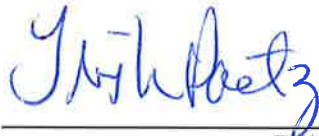
**9. Adjournment**

**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 10<sup>th</sup> DAY OF JUNE 2021, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

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

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 10<sup>th</sup> DAY OF JUNE 2021.



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TRISH PAETZ, DEPUTY CITY CLERK

**AFFIDAVIT OF POSTING PUBLIC HEARING NOTICE**

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 PUBLIC HEARING NOTICES. I FURTHER DECLARE THAT I POSTED SAID NOTICES ON THE 4<sup>th</sup> DAY OF JUNE 2021, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
2. ON THE BULLETIN BOARD AT THE CITY LIBRARY, 801 SECOND STREET.
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SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 10<sup>th</sup> DAY OF JUNE 2021.



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TRISH PAETZ, DEPUTY CITY CLERK

**NOTICE OF PUBLIC HEARING  
CITY OF SAN JUAN BAUTISTA**

Pursuant to Government Code Section 65090, the City Council of the City of San Juan Bautista gives notice of a public hearing on **June 15, 2021** at 6:00 p.m.

**In order to protect public health, the meeting will be held via teleconference and accessible electronically. There will be NO physical location of the meeting for members of the public or the Commission. Members of the public and the Commission may participate virtually. Members of the public are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Mayor.**

During the public hearing, the following items will be discussed:

- **The City of San Juan Bautista has declared its intention to levy and collect assessments within the Valle Vista Landscape and Lighting Maintenance Assessment District No. 1 for Fiscal Year 2021-22. There will be a public hearing on said assessment on June 15, 2021 at 6:00 p.m. At the hearing, all interested persons will be permitted to present written and/or oral testimony regarding the proposed assessment.**
- **Consider an Ordinance Amending Chapter 10-1 of the Municipal Code, to revise Section 10-1-505 to include an increase in fence heights if needed to mitigate noise or provide screening from adjoining highways or nonresidential use and to prohibit fences closer than three feet from a fire hydrant. (Exempt from CEQA)**

Staff reports and the full text of all items to be discussed will be available for public review at City Hall and on the City website on **June 11, 2021**. All members of the public are encouraged to attend the meeting remotely via Zoom and may address the City Council on the issue during the public hearing. Written comments may be hand delivered or mailed to City Hall (311 Second Street, P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) not later than **5:00 p.m., June 15, 2021**.

The meeting (webinar) will be virtual via Zoom. You can access the webinar at <https://us02web.zoom.us/j/86815836405>. An agenda will be posted on the City website and distributed not later than June 11.

If a challenge is made on the action of the proposed project, pursuant to Government Code Section 65009 court testimony may be limited to only those issues raised at the public hearing described in this notice or in written correspondence delivered to the City at or prior to the public hearing.

Posted: June 4, 2021



Minutes of the Regular Meeting of the  
San Juan Bautista City Council  
Tuesday, April 20, 2021

**1. Call to Order**

Mayor Jordan called the meeting to order at 6:00 p.m. She explained the Council's remote participation under the Governor's Executive Order in order to minimize the spread of the COVID 19 virus and described the process of public participation.

**Pledge of Allegiance**

Council Member Freeman lead the pledge of allegiance.

**Roll Call**

Present: Council Member Mary Edge, Vice Mayor Cesar Flores, Council Member Scott Freels, Council Member John Freeman, Mayor Leslie Jordan.

*City Attorney Mall announced that the Council had held an earlier special meeting for closed session at 5:00 p.m.; one item was heard, direction was given to legal counsel and the special meeting had ended at 5:25 p.m.*

**2. Public Comment on Items Not on the Agenda but Within the Subject Matter  
Jurisdiction of the City Council**

David Wheatly spoke on recent state land use and rezoning legislation explaining that California Cities for Local Control had been formed to address the take of local control. He asked the City to consider joining the coalition and requested that Council adopt a model resolution in support of local control, at the next meeting.

Public comment was then closed.

**3. Consent Items**

- A. Approve Affidavit of Posting the Agenda**
- B. Adoption of Resolution 2021-17 of the City Council of the City of San Juan Bautista Ordering Preparation of an Engineer's Report for Fiscal Year 2021-2022 for Valle Vista Landscape and Lighting Maintenance Assessment District No. 1**
- C. Adoption of Ordinance 2021-02 of the City Council of the City of San Juan Bautista Eliminating Self Regenerating Water Softeners (Introduced March 16, 2021 with a 5-0 vote) (Exempt per Section 15061(b)(3), 15307 and 15308 of the California Environmental Quality Act)**
- D. Waive Reading of Ordinances and Resolutions on the Agenda Beyond Title**

There were no public comments.

**Motion on the Consent Calendar**

**Motion was made by Council Member Edge, seconded by Council Member Freeman and carried with a 5-0 vote to approve the Consent Calendar.**

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

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

Mayor Jordan read the proclamation.

Shawn Novak of the San Benito County Water Resources Association described efficiencies in watering systems and offered the services of the Water Resources Association to the community.

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

Mayor Jordan read the proclamation and thanked City Clerk Freels and Deputy City Clerk Paetz for their service as Municipal Clerks.

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

Mayor Jordan read the proclamation.

**d. Report by Jill Pagan of the San Juan Committee**

Jill Pagan of the San Juan Committee detailed the marketing and downtown events coordinated by the committee and described the committee's participation in regional economic development and tourism, and shared plans for future commercials, marketing and website enhancements to promote the City.

Public comment was opened.

Fran Fitzharris spoke on the Committee's partnership with the Poppy Jasper Film Festival and described the San Juan Bautista Hospitality Committee work to promote food and beverage offerings in the City.

Public comment was then closed.

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

The staff report was presented by City Lead Library Technician Eagen

There were no public comments.

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

The report was presented by City Treasurer Sabathia.

There were no public comments.



**g. City Manager's Report**

The staff report was presented by City Manager Reynolds.

There were no public comments.

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

Council Member Edge explained that the Highway 156 COG expressway was on target and would be breaking ground in the summer and reported on the Agency on Aging master plan for 2021-2022.

Vice Mayor Flores reported that he had attended a CMAP meeting, a Homeless services meeting and a LAFCO meeting and shared the opening day at of San Juan school.

Council Member Freeman reported on the AMBAG energy efficiency programs, and announced the upcoming sustainable communities planning workshop. He reported on the Intergovernmental meeting work on broad-ban, and announced that he was a speaker at a San Benito County Realtors meeting.

Mayor Jordan reported on the Intergovernmental meeting and detailed the San Benito County Water Resources Association programs

There were no public comments.

**5. Action Items**

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

The staff report was introduced by City Manager Reynolds and further presented by Fire Marshal/Fire Chief Charlie Bedolla.

Public comment was opened.

Darlene Boyd asked if large trees were addressed during the weed abatement process.

Public comment was then closed.

**Motion on Item 5A**

**Motion was made by Vice Mayor Flores, seconded by Council Member Freels and carried with a unanimous vote to adopt Resolution 2021-18 of the City Council of the City of San Juan Bautista Declaring the Condition of Certain Properties and Ordering the Abatement of Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the Proposed Abatement.**

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

The staff report was presented by City Manager Reynolds.

There were no public comments.

**Motion on Item 5B**

**Motion was made by Council Member Edge, seconded by Council Member Freels and carried with a unanimous vote to adopt Resolution 2021-19 of the City Council of the City of San Juan Bautista Amending the Master Programs Funding Agreement with the San Benito County Council of Governments for Use of Measure G Funds.**

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

The staff report was presented by Community Liaison Sanchez Turner and City Manager Reynolds.

Public comment was opened.

Jared G spoke on the purchase of the compostable items at his restaurant, and transfer of the costs to the consumer.

Fran Fitzharris spoke on the challenges in absorbing the costs and spoke on the use of grant monies and joint purchases to lower costs for businesses.

Celina Stotler of Integrated Waste management spoke on the various resources available to assist with use of compostable resources.

Jim Leibold spoke on the costs and the need to allow business to use down what they have in order to ease the impacts of the costs of purchasing the new compostable products.

Public comment was then closed.

**Motion on Item 5C**

**Motion was made by Council Member Freeman, second by Vice Mayor Flores and carried unanimously to Adopt Resolution 2021-20 of the City Council of the City of San Juan Bautista Enforcing Ordinance 2020-02, Which Added Section 28 to Title 5: Banning the Use of Certain Plastics and Establishing a Sustainable Food Service Ware and Retail Bags Ordinance, with amendments to compliance dates in the resolution as follows: Amend section 2 date to January 1, 2022, change section 4 date to January 2, 2022 and remove section 5.**

**D. Approve the Purchase of a Portable Backup Generator in the Amount of \$52,693.88 for City Operated Public Facilities**

The staff report was presented by City Manager Reynolds.

Public comment was opened.

Comment was made by Jim Leibold who asked for specifications of the unit and its storage location.

Public comment was then closed.

**Motion on Item 5D**

**Motion was made by Council Member Freeman, and second by Vice Mayor Flores and carried with a unanimous vote to purchase the Portable Backup Generator in the Amount of \$52,693.88 for City Operated Public Facilities**

**E. Adoption of a Resolution of the City Council of the City of San Juan Bautista Approving Allocation of Community Development Block Grant Funds, "Cares Act V2 and V3" Estimated to be \$231,284 for Regional Homeless Services**

The staff report was presented by City Manager Reynolds.

There were no public comments.

**Motion on Item 5E**

**Motion was made by Vice Mayor Flores, second by Council Member Freeman and carried unanimously to adopt Resolution 2021-21 of the City Council of the City of San Juan Bautista Approving Allocation of Community Development Block Grant Funds, "Cares Act V2 and V3" Estimated to be \$231,284 for Regional Homeless Services**

**6. Discussion Items**

**A. Update on Water and Wastewater Distribution System Enhancements and Compliance with the Environmental Protection Agency**

The staff report was made by City Manager Reynolds.

There were no public comments.

**B. Update on COVID-19 and Affects to the San Juan Community and San Benito County**

The staff report was presented by City Manager Reynolds.

There were no public comments.

**C. Confirmation of the County's State of Emergency Due to COVID-19**

Item 6C was discussed under item 6B.

**7. Comments**

**A. City Council**

Council Member Edge suggested working with the County to create a voucher program for the homeless to stay at hotels within San Juan Bautista.

Council Member Freeman spoke on new wireless services coming to the City and explained that a resident had a rock thrown through her window while driving through town over the weekend.

Mayor Jordan spoke on a hit-and-run on 3<sup>rd</sup> street during the weekend and the need for cameras downtown. She then spoke on the opening of the pickleball courts at San Juan School.

**B. City Manager**

There were none.

**C. City Attorney**

There were none.

**D. City Clerk**

City Clerk Freels spoke on three legislative bills working through the State Assembly that would impact the process of public meetings by modifying provisions of the Brown Act.

**8. Adjournment**

**Motion to Adjourn**

**Motion was made by Council Member Flores, second by Council Member Edge and carried unanimously to adjourn the meeting at 9:16 p.m.**

Respectfully Submitted:

/s/ Shawna Freels, MMC  
City Clerk



Minutes of the Regular Meeting of the  
San Juan Bautista City Council  
Tuesday, May 18, 2021

**1. Call to Order**

Mayor Jordan called the meeting to order at 6:00 p.m. She explained the Council's remote participation under the Governor's Executive Order to minimize the spread of the COVID 19 and described the process of public participation.

**Pledge of Allegiance**

Vice Mayor Flores lead the pledge of allegiance.

**Roll Call**

Present: Vice Mayor Cesar Flores, Council Member Scott Freels, Council Member John Freeman, Mayor Leslie Jordan.

Absent: Council Member Mary Edge

Mayor Jordan noted that Council Member Edge was excused from the meeting.

**2. Public Comment on Items Not on the Agenda but Within the Subject Matter  
Jurisdiction of the City Council**

There were no public comments on items not on the agenda.

**3. Consent Items**

- A. Approve Affidavit of Posting the Agenda
- B. Approve Affidavit of Posting Public Hearing Notice
- C. Adoption of a Resolution 2021-21 of the City Council of the City of San Juan Bautista Approving the Report Prepared in Connection with the Fiscal Year 2021-22 Levy of Assessments in Connection with Valle Vista Landscape and Lighting Maintenance Assessment District No. 1
- D. Adoption of a Resolution 2021-22 of the City Council of the City of San Juan Bautista Declaring Its Intention to Levy and Collect Assessments Within Valle Vista Landscape and Lighting Maintenance Assessment District No. 1 for Fiscal Year 2021-22 and Setting the Time and Place for a Hearing on Said Assessment
- E. Adoption of a Resolution 2021-23 of the City Council of the City of San Juan Bautista Declaring Its Intention to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Obligations and Directing Certain Actions with Respect Thereto as Required by United States Department of Treasury Regulations Section 1.150-2
- F. Adoption of a Resolution 2021-24 of the City Council of the City of San Juan Bautista Authorizing the Aromas Booster Club to Sell Fireworks for the July 4th Holiday
- G. Adoption of a Resolution 2021-25 of the City Council of the City of San Juan Bautista for the Issuance of the Public Hearing Notice for Setting Maximum Allowable Solid Waste Collection Rates for Recology San Benito County

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

Mayor Jordan noted for the record that Item F had a minor typo and should read 'Anzar High School Booster Club', not 'Aromas Booster Club'.

There were no public comments.

### **Motion on the Consent Calendar**

**Motion was made by Vice Mayor Flores, seconded by Council Member Freeman and carried with a 4-0-1 vote to approve the consent calendar (Council Member Edge absent).**

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

### **A. Proclamation Recognizing National Preservation Month, May 2021**

Mayor Jordan read the proclamation.

### **B. Proclamation Recognizing LGBT Pride Month, June 2021**

Mayor Jordan read the proclamation.

### **C. Planning Commission Presentation of Certificates of Recognition for National Preservation Month to Julian Ponce for the Bluebird Hotel, and Jennifer and Clay Hobbs for the Residence at 700 Third Street**

Planning Commissioner Medeiros gave the presentation.

### **D. San Benito County Elections Office Presentation on Redistricting County Supervisorial Districts by Francisco Dias, Assistant County Clerk Recorder**

The presentation was given by Francisco Diaz, Assistant County Clerk-Recorder-Registrar of Voters

Public comment was opened.

Jackie Morris Lopez inquired on the change of County Supervisor's with redistricting.

Public comment was then closed.

### **E. California Office of Emergency Services Presentation by Earthquake Warning Education and Outreach Lead Emily Holland**

The item was presented by Emily Holland.

There were no public comments.

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

The report was presented by City Accountant Cummings.

There were no public comments.

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

The report was presented by City Manager Reynolds.

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

Vice Mayor Flores reported on the LAFCO action to adopt 26 acres into Hollister city limits.

Council Member Freeman reported on the AMBAG vote for the National Marine Sanctuary move into CSUMB and the review of the active 2035 transportation plan. He then reported on the Inter-government discussion of broadband expansion plans in the county and presentation on the county climate action plan.

Mayor Jordan reported on the sustainability presentation at the Inter-government meeting.

## **5. Public Hearing Items**

### **A. Adoption of a Resolution 2021-26 of the City Council of the City of San Juan Bautista Declaring the Condition of Certain Properties and Ordering the Abatement of Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the Proposed Abatement (SJB MC 5-6-100 – 5-6-200)**

The staff report was introduced by City Manager Reynolds and further presented by Fire Marshal Bedolla.

The public hearing was opened; there being no comment, it was then closed.

#### **Motion on the Item 5A**

**Motion was made by Vice Mayor Flores, seconded by Council Member Freeman and carried with a 4-0-1 vote to adopt Resolution 2021-26 of the City Council of the City of San Juan Bautista Declaring the Condition of Certain Properties and Ordering the Abatement of Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the Proposed Abatement (Council Member Edge absent).**

### **B. Introduction of an Ordinance Amending the San Juan Bautista Municipal Code Chapter 10-1, to Revise Section 10-1-505 to Include an Increase in Fence Heights if Needed to Mitigate Noise or Provide Screening from Adjoining Highways or Non Residential Use and to Prohibit Fences Closer than Three Feet from a Fire Hydrant (Exempt from CEQA)**

City Manager Reynolds explained that the item was not yet ready and asked that the hearing be continued.

#### **Motion to Continue Item 5B**

**Motion was made by Vice Mayor Flores, seconded by Council Member Freeman and carried with a 4-0-1 vote to continue the Introduction of an Ordinance Amending the San Juan Bautista Municipal Code Chapter 10-1, to Revise Section 10-1-505 to Include an Increase in Fence Heights if Needed to Mitigate Noise or Provide Screening from Adjoining Highways or Non Residential Use and to Prohibit Fences Closer than Three Feet from a Fire Hydrant (Exempt from CEQA) to the June 15, 2021 regular meeting. (Council Member Edge absent).**

## **6. Discussion Items**

**A. Presentation of the City Manager's Draft Budget for Fiscal Year 2021-2022**

The item was presented by City Manager Reynolds.

Public comment was opened.

Jackie Morris Lopez inquired about the hiring of the new Assistant City Manager.

Public comment was then closed.

**C. Update on COVID-19 and Affects to the San Juan Community and San Benito County**

City Manager Reynolds detailed the position of the Governor's order within the county in the new tier and spoke on landlord and code compliance issues with the business Uno Mas.

There were no public comments.

**B. Update on Water and Wastewater Distribution System Enhancements and Compliance with the Environmental Protection Agency**

The staff report was presented by City Manager Reynolds who detailed the momentum of both projects.

There were no public comments.

**7. Comments**

**A. City Council**

Council Member Freels announced the wind advisory in higher elevations of the community.

**B. City Manager**

Fire Chief Bedolla spoke on the successful grant for a new OES type 6 fire apparatus.

**C. City Attorney**

There were none.

**D. City Clerk**

City Clerk Freels spoke on a Cal Cities webinar on the re-opening of cities and in-person public meetings, and described work she was conducting on meeting management software solutions.

**8. Adjournment**

**Motion to Adjourn**

**Motion was made by Vice Mayor Flores, seconded by Council Member Freeman and carried with a 4-0-1 vote to adjourn the meeting at 7:46 p.m. (Council Member Edge absent).**

Respectfully Submitted:

/s/ Shawna Freels, MMC  
City Clerk



**RESOLUTION 2021-XX**

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

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

1. That the appropriation subject to limitation for the current fiscal year 2021-22 was  
found to be \$1,274,909;
2. That during the fiscal year 2020-21 the California per capita income increased  
1.0573%; and the population of San Juan Bautista increased 1.06%;
3. That the appropriation subject to limitation for fiscal year 2021-2022 is  
\$1,345,836.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

Leslie Q. Jordan, Mayor

---

Shawna Freels, City Clerk

**RESOLUTION 2021-XX**  
**A RESOLUTION OF THE CITY COUNCIL OF THE**  
**CITY OF SAN JUAN BAUTISTA**  
**ADOPTING A HOLIDAY SCHEDULE FOR**  
**THE FISCAL YEAR 2021-2022**

**WHEREAS**, there are holidays to commemorate and celebrate events and lives of people who have made significant contributions to our City, County, State and Country, and

**WHEREAS**, the City of San Juan Bautista wishes to participate in said celebrations, and

**WHEREAS**, the adoption of a holiday schedule is part of the preparation of an annual municipal budget,

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of San Juan Bautista adopts the following holiday schedule for the Fiscal Year 2021-2022:

Monday, July 5, 2021	Independence Day
Monday, September 6, 2021	Labor Day
Thursday, November 11, 2021	Veterans Day
Thursday & Friday, November 25 & 26, 2021	Thanksgiving Day and the Day After
Thursday & Friday, December 23 & 24, 2021	Christmas Eve and Christmas Day
Friday, December 31, 2021	New Year's Day
Monday, January 17, 2022	Martin Luther King Jr. Day
Monday, February 21, 2022	Presidents Day
Monday, May 30, 2022	Memorial Day
<i>Two (2) Floating Holidays</i>	<i>City Manager Approved</i>

**PASSED AND ADOPTED** this 15th day of June, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

**Leslie Q. Jordan, Mayor**

---

**Shawna Freels, 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



# Measure G Activity Update

Reporting on our  
Progress and Milestones

City of San Juan Bautista



## Contents

03	Project Updates
06	MEA G - Update to the Community
08	Highway 25 - Tier I
09	Allocations & Distributions - Tier II
12	Action Plan
13	Questions

## Measure G Project Investments



**Third Street**  
Minor Arterial

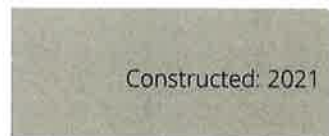


03

## Measure G Project Investments



**Buena Vista Road**  
Major Collector



**Union Road**  
Minor Arterial



**Southside Road**  
Major Collector



04

## Measure G Project Investments



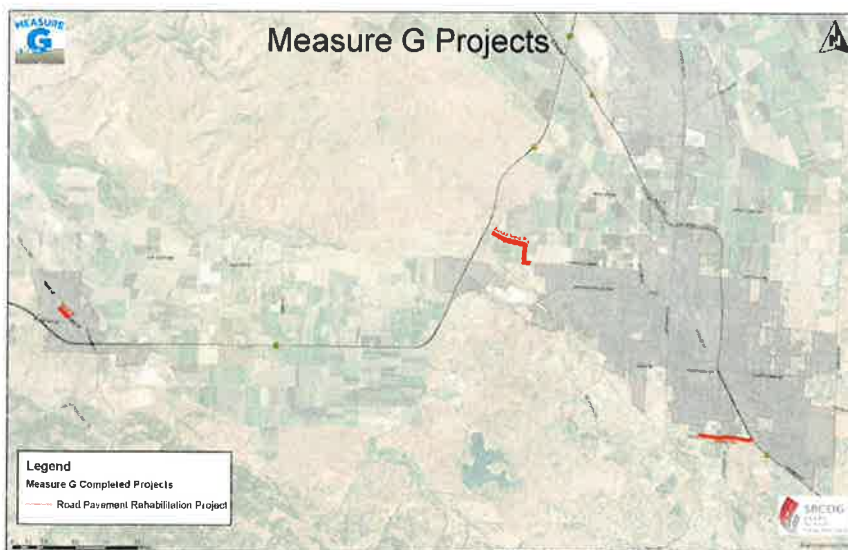
Photo Courtesy of BenitoLink



Photo Courtesy of San Benito Live

05

## Measure G Projects Map



- **Local Agency**
  - County of San Benito
  - City of San Juan Bautista
  - City of Hollister
- **Political Boundary**
  - Supervisorial District
  - Council District
- **Type of Project by Tier**
  - **Tier I:** Highway 25
  - **Tier II:**
    - Road Pavement Rehabilitation
    - Bridges
    - intersection improvements
  - **Tier III:** Bike & Transit

06



## Measure G Tier I: Highway 25

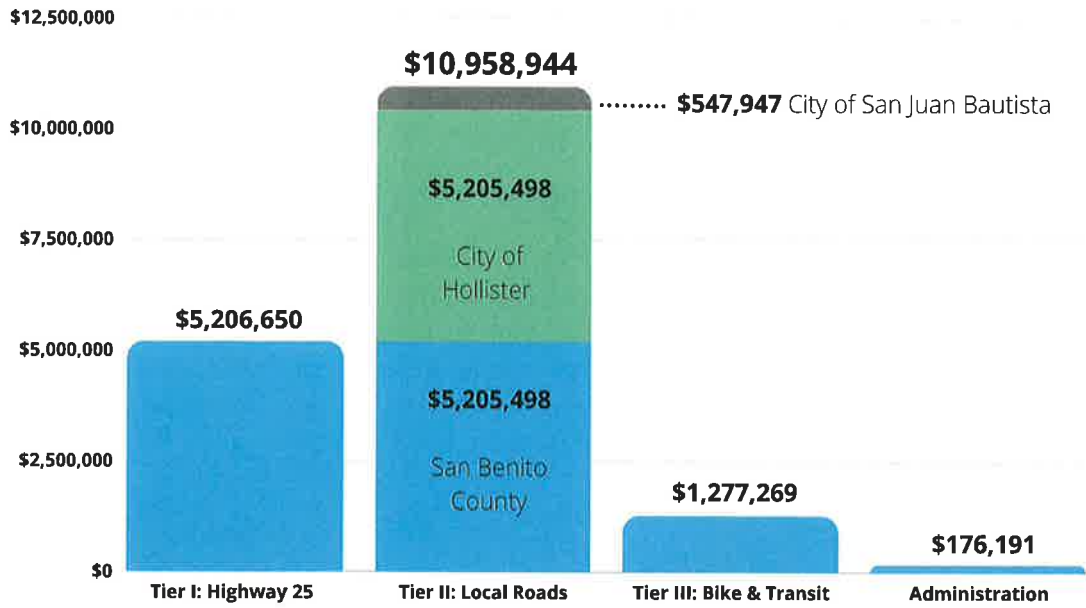


## \$5 Million State Funding Secured




80

## Measure G Revenues \$17,619,054



09

## Measure G Distributions

	Allocation	-	Distribution	=	Balance
 <b>Hollister</b>	\$5,205,498	-	-		\$5,205,498
<b>San Benito County</b>	\$5,205,498	-	\$4,412,014		\$793,484
<b>San Juan Bautista</b>	\$547,947	-	-		\$547,947

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## Work Plan



Strategic  
Communications &  
Public Outreach



Annual Report



Financial  
Projections &  
Planning

12



## Questions

**Mary Gilbert, Executive Director**

**Veronica Lezama, Transportation Planner**

**Norma Rivera, Administrative Services Specialist**

Mary@sanbenitocog.org

Veronica@sanbenitocog.org

norma@sanbenitocog.org

[www.SanBenitoCOG.org/MeasureG](http://www.SanBenitoCOG.org/MeasureG)

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**MEETING DATE:** 6/15/21

**DEPARTMENT:** SAN BENITO COUNTY INTEGRATED WASTE MANAGEMENT  
REGIONAL AGENCY

**AGENDA ITEM PREPARER:** Celina Stotler

**SBC DEPT FILE NUMBER:** 142

**SUBJECT:**

Receive presentation and update from Integrated Waste Management and Regional Agency Contractor Environmental Innovations on the County's Green Business Program.

**AGENDA SECTION:** REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The San Benito County Green Business Program is made possible thanks to state funding and funding from the Integrated Waste Management Regional Agency Members (City of Hollister, City of San Juan Bautista, and County of San Benito). The program provides free resources and technical support to help small businesses save money while providing environmental outcomes for the Regional Agency Members.

Despite the challenges COVID has brought to program outreach and on-site technical support, Integrated Waste Management and our Contractor Environmental Innovations continue to coordinate the County's Green Business Program and support small business recovery.

In addition to green business program outreach and coordination assistance, in the new FY Environmental Innovations will assist Integrated Waste Management with implementation of new Regional Agency source reduction programs including:

1. Food service ware ordinance business support – The City of San Juan Bautista adopted a Sustainable Food Service Ware & Retail Bag Ordinance in 2020. The City of Hollister is considering the adoption of a Food Service Ware Ordinance to also reduce waste by restaurants and retail stores. Additional business support and education is needed to ensure business compliance. Environmental Innovations will assist in information sessions, workshops, and technical support to businesses.
2. Planning for Green Schools Program Development – IWM has greatly increased its school recycling education & resources, environmental programming, and engagement over the past three years. Environmental Innovations will assist IWM in strategic program development for a future green schools program in FY 22-23. Additionally, Contractor will begin the design of an online hub for all environmental agencies engaged in environmental education work in the County.

This presentation and update will focus on the accomplishments and resources the statewide and local green business program has provided to local businesses. Additionally, this presentation will share in more detail the new green business source reduction programs in FY 21-22 in partnership with Environmental Innovations.

**STAFF RECOMMENDATION:**

Staff respectfully recommends that the Board:

1. Receive presentation and update from Integrated Waste Management and Contractor Environmental Innovations
2. Provide opportunity for questions on green business support and business recovery
3. Provide opportunity for discussion on future food service ware ordinance business support and Green Schools programming



# San Benito County Green Business Program Updates 2021



## **CELINA STOTLER**

Staff Analyst, San Benito County  
Integrated Waste Management  
cstotler@cosb.us

## **BROOKE WRIGHT**

Regional Green Business Program  
Manager, Environmental  
Innovations  
bwright@environmentalin.com

1

## AGENDA

- Local Program Overview
- Regional Program 2020-2022 Strategy
- Statewide Network Perspective



# Statewide Program

- ~40 Participating Cities and Counties
- ~4,000 Green Businesses
- Funded by Environmental Protection Agency, State Funding and Participating Program Agencies



3



## Local Program Overview



- 24 Certified Green Businesses (SJB 8 businesses)
- Outreach and Technical Support b Environmental Innovations
- Program Partners



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## Local Program Overview

GREEN  
BUSINESS  
MIXER



THIS  
WAY

## Local Program Overview

- ◉ Award winning program – 2020 California top performer
- ◉ Increasing environmental outcomes for the county

**793,339 lbs**

of waste saved by Green Businesses

**\$53,273**

saved by Green Businesses

Equivalent to

**49 Trucks**

Worth of Diverted Waste





MARGOT'S ICE CREAM PARLOR  
CERTIFIED GREEN BUSINESS

## Regional Program Strategy, 2020–2021



- Webinar: *Operation Green During COVID-19*
- Recognition Event in October
- Assembly Member Robert Rivas Town Hall
- Climate Action Planning Support



## Regional Program Strategy, 2020–2021

- Small Business Saturday Ad Campaign
- \$3,000 in Rebates for Recovery Effort to Certifying Businesses
- Preparing foundation for reopening



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## Regional Program Strategy, 2021-22

- Back in the field; dedicated intern
- Helping SBC meet waste mandates
- Food ware ordinances integration
- Green Schools program development
- COVID business recovery



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# Statewide Perspective

## Standout Program

- Top Performer Award
- Leader for Ag Checklist
- Ordinance Outreach Collaboration
- The Future of SBC as Leader/Model for Rural Communities



## Questions?



### **CELINA STOTLER**

Staff Analyst  
San Benito County Integrated Waste  
Management (IWM)

### **BROOKE WRIGHT**

Regional Green Business Program  
Manager  
Environmental Innovations

**Treasurer's Report**  
**For the Ten Month Period Ended April 30, 2021**  
**(83% of fiscal year)**

**General Fund ~**

General revenues are running at 80% for the year to date. Correspondingly, general fund expenditures are at 77% for the year to date. The net effect is a positive change in general fund balance of \$229k.

**Water Enterprise Fund ~**

The water enterprise fund revenues are running at 87% for the year to date, and expenses are at 75%. The net effect is a positive change in the water enterprise fund of \$402k.

**Sewer Enterprise Fund ~**

The sewer enterprise fund revenues are running at 79% for the year to date, and expenses are at 90%. With the higher than anticipated expenses, the sewer enterprise fund is still showing a positive net change in fund balance of \$240k.

**City of San Juan Bautista**  
**Revenues ~ Budget Vs. Actual**  
**For the Ten Month Period Ended April 30, 2021**

Item #4C  
City Council Meeting  
June 15, 2021

<b>REVENUES</b>	<b>FY20</b>	<b>FY21</b>	<b>Annual</b>		<b>YTD</b>	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Difference</u>	<u>83%</u>	<u>Notes</u>
<b>General Fund</b>	1,250,849	1,447,327	1,810,092	(362,765)	80%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	116,500	1,383,298	2,574,628	(1,191,330)	54%	C
Community Development	309,393	155,767	467,903	(312,136)	33%	B
COPS	118,652	125,304	100,000	25,304	125%	
Parking & Restroom Fd	19,275	14,743	14,812	(69)	100%	
Gas Tax Fund	79,370	77,698	249,897	(172,199)	31%	A
Valle Vista LLD	18,098	18,098	21,717	(3,620)	83%	
Rancho Vista CFD	77,287	48,048	57,657	(9,610)	83%	
Copperleaf CFD	28,658	17,732	21,279	(3,547)	83%	
<b>Development Impact Fee Funds:</b>						
Park Development	-	21,468	-	21,468		
Public/Civic Facility	85,536	3,534	-	3,534		
Library	115,067	4,754	-	4,754		
Storm Drain	2,602	40,139	-	40,139		
Parking In-Lieu	-	7,745	-	7,745		
Park In-Lieu	1,309	13,107	-	13,107		
Public Safety	88,997	3,677	-	3,677		
Traffic	6,316	50,316	-	50,316		
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	31,667	31,667	38,000	(6,333)	83%	
Vehicle Replacement	50,000	50,000	60,000	(10,000)	83%	
<b>Enterprise Funds:</b>						
Water						
Operations	838,113	979,879	1,124,400	(144,521)	87%	
Capital	3,646	216,495	615,565	(399,070)	35%	C
Sewer						
Operations	872,143	915,527	1,161,800	(246,273)	79%	
Capital	33,773	18,731	341,694	(322,963)	5%	C
<b>TOTAL Funds</b>	<b>2,896,401</b>	<b>4,197,725</b>	<b>8,659,444</b>	<b>4,461,719</b>	<b>48%</b>	

A ~ Measure G Funds are a significant portion of this funds budget. Those funds have not yet been received.

B ~ These funds are developer derived and are recognized when received.

C ~ The timing of the projects and the related revenue does not always align with the year-to-date percentages.

**City of San Juan Bautista**  
**Expenditures ~ Budget Vs. Actual**

Item #4C  
City Council Meeting  
June 15, 2021

**For the Ten Month Period Ended April 30, 2021**

<b>EXPENDITURES</b>	<b>FY20</b>	<b>FY21</b>	<b>Annual</b>		<b>YTD</b>	
<b>Fund</b>	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>Variance</b>	<b>83%</b>	<b>Note</b>
<b>General Fund</b>	1,217,105	1,298,270	1,676,216	(377,946)	77%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	179,713	1,383,298	2,921,628	(1,538,330)	47%	
Community Development	561,587	421,312	629,279	(207,967)	67%	
COPS	83,333	83,333	100,000	(16,667)	83%	
Parking & Restroom Fd	5,628	707	71,200	(70,493)	1%	A
Gas Tax Fund	12,363	213,662	264,447	(50,785)	81%	
Affordable Housing Fund	49,514	-	-	-	#####	
Valle Vista LLD	17,550	14,981	21,717	(6,736)	69%	
Rancho Vista CFD	1,473	26,018	27,375	(1,357)	95%	
Copperleaf CFD	1,473	6,973	14,186	(7,213)	49%	
<b>Development Impact Fee Funds</b>						
Public/Civic Facility	2,254	2,254	166,840	(164,586)	1%	A
Library	3,699	3,699	25,000	(21,301)	15%	A
Storm Drain	2,862	90,928	95,566	(4,638)	95%	
Park In-Lieu	249	249	33,565	(33,316)	1%	A
Public Safety	714	714	135,319	(134,605)	1%	A
Traffic	360	128,674	133,314	(4,640)	97%	
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	-	-	45,000	(45,000)	0%	A
Vehicle Replacement	10,703	3,826	11,890	(8,064)	32%	A
<b>Enterprise Funds:</b>						
Water:						
Operations	549,631	577,392	765,359	187,967	75%	
Capital	410,702	251,297	615,565	364,268	41%	A
Sewer						
Operations	628,450	675,285	751,916	76,631	90%	
Capital	47,811	330,137	341,694	11,557	97%	
<b>TOTAL Funds</b>	<b>2,570,069</b>	<b>4,214,739</b>	<b>8,847,076</b>	<b>4,632,337</b>	<b>48%</b>	

**Footnotes:**

A ~ Capital fund transfers/costs are budgeted to be incurred by these funds. Since the costs/transfers occur sporadically during the year, they do not always align with the to date percentages, or prior year amounts.

# City of San Juan Bautista

## Warrant Listing

As of April 30, 2021

Date	Num	Name	Amount
<b>101.000 - Union Bank</b>			
<b>101.001 - Operating Acct. 1948</b>			
04/06/2021	214553	CALNET	-264.04
04/06/2021	214554	Charter Communications	-537.19
04/06/2021	214555	Data Ticket Inc.	-200.00
04/06/2021	214556	Department of Conservation	-32.56
04/06/2021	214557	Downey Brand	-876.00
04/06/2021	214558	FedEx	-92.27
04/06/2021	214559	Gladyz Gomez.	-500.00
04/06/2021	214560	Graniterock	-649.07
04/06/2021	214561	Hollister Auto Parts, Inc.	-34.91
04/06/2021	214562	Level 1 Private Security.	-4,824.00
04/06/2021	214563	Monterey Bay Analytical Services	-1,165.30
04/06/2021	214564	Monterey County Health Department	-27.00
04/06/2021	214565	MuniBilling	-393.38
04/06/2021	214566	P G & E	-500.03
04/06/2021	214567	Petty Cash	-70.60
04/06/2021	214568	Postmaster	-1,000.00
04/06/2021	214569	Printing Systems Inc	-70.38
04/06/2021	214570	Revize LLC	-1,975.00
04/06/2021	214571	Rossi's Tire & Auto Service	-45.00
04/06/2021	214572	San Benito County Communications Div.	-63,222.67
04/06/2021	214573	Sprint	-165.78
04/06/2021	214574	Staples	-252.26
04/06/2021	214575	State Compensation Insurance Fund	-1,972.67
04/06/2021	214576	True Value Hardware	-107.37
04/06/2021	214577	United Site Services of California, Inc.	-356.15
04/06/2021	214578	Univar Solutions	-625.16
04/06/2021	214579	Wendy L. Cumming, CPA	-5,038.75
04/06/2021	214580	Elliott Gil	-707.07
04/13/2021	214581	All Clear Water Services	-4,100.00
04/13/2021	214582	AVAYA	-250.66
04/13/2021	214583	Baker Supplies and Repairs	-49.16
04/13/2021	214584	Brigantino Irrigation, Inc.	-9,135.93
04/13/2021	214585	Home Depot Credit Services	-737.37
04/13/2021	214586	Jardines, Inc.	-150.00
04/13/2021	214587	Monterey Bay Analytical Services	-896.40
04/13/2021	214588	P G & E	-2,791.96
04/13/2021	214589	Rx-Tek	-100.00
04/13/2021	214590	San Benito County Assessor	-60.00
04/13/2021	214591	Smith & Enright Landscaping	-3,545.00
04/13/2021	214592	Tri-County Fire Protection, Inc.	-269.00
04/20/2021	214593	at&t	-81.18
04/20/2021	214594	att.com	-70.75
04/20/2021	214595	ByWater Solutions	-1,000.00

**City of San Juan Bautista**  
**Warrant Listing**  
**As of April 30, 2021**

<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Amount</b>
04/20/2021	214596	Clark Pest Control	-95.00
04/20/2021	214597	David Medeiros.	-141.95
04/20/2021	214598	Harris & Associates	-6,798.75
04/20/2021	214599	Huguenin Kahn Client Trust	-45,000.00
04/20/2021	214600	Level 1 Private Security.	-4,522.50
04/20/2021	214601	Michelle Sabathia.	-100.00
04/20/2021	214602	Monterey Bay Air Resources Dist.	-784.00
04/20/2021	214603	Monterey Bay Analytical Services	-673.00
04/20/2021	214604	P G & E	-2,799.61
04/20/2021	214605	Ready Refresh	-102.17
04/20/2021	214606	rrm design group	-4,075.99
04/20/2021	214607	Sprint	-162.83
04/20/2021	214608	True Value Hardware	-244.64
04/20/2021	214609	Valero Wex Bank	-827.60
04/20/2021	214610	US Bank	-4,470.08
04/27/2021	214611	4Leaf, Inc.	-12,112.75
04/27/2021	214612	AFLAC	-290.69
04/27/2021	214613	Bartle Wells Associates	-11,635.00
04/27/2021	214614	Central Electric	-6,625.00
04/27/2021	214615	CSG Consultants, Inc.	-35,115.00
04/27/2021	214616	Cypress Water Services	-3,515.83
04/27/2021	214617	Data Ticket Inc.	-200.00
04/27/2021	214618	Downey Brand	-3,855.00
04/27/2021	214619	EMC Planning Group Inc.	-684.28
04/27/2021	214620	Green Line	-1,225.00
04/27/2021	214621	ICMA Membership Renewals	-1,056.00
04/27/2021	214622	Joni L. Janecki & Associates, Inc.	-1,037.50
04/27/2021	214623	Mission Linen Service	-43.60
04/27/2021	214624	Monterey Bay Analytical Services	-899.50
04/27/2021	214625	P G & E	-5,596.38
04/27/2021	214626	Smith & Enright Landscaping	-3,953.49
04/27/2021	214627	Staples	-120.73
04/27/2021	214628	State Compensation Insurance Fund	-1,972.67
04/27/2021	214629	Uline	-80.89
04/27/2021	214630	University Corporation at Monterey Bay	-11,400.00
04/27/2021	214631	US Bank Equipment Finance	-249.61
04/27/2021	214632	William Avery & Associates, Inc.	-2,000.00
Total 101.001 - Operating Acct. 1948			-283,409.06
Total 101.000 - Union Bank			-283,409.06
<b>TOTAL</b>			<b>-283,409.06</b>

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN JUAN BAUTISTA CONFIRMING A DIAGRAM AND  
ASSESSMENT IN CONNECTION WITH VALLE VISTA  
LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT  
DISTRICT NO. 1 FOR FISCAL YEAR 2021-22

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

WHEREAS, by prior resolution, this Council declared its intention to levy the assessment in connection with the District for Fiscal Year 2021-22; and

WHEREAS, on June 15, 2021, this Council held a full and fair public hearing with respect to the proposed assessment at which all interested persons were permitted to give oral testimony and written protests; and

WHEREAS, notice of the hearing was published in accordance with applicable law; and

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

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

1. The foregoing recitals are all true and correct.
2. The City Council overrules all objections and protests.
3. The Diagram and Assessment contained in the Report entitled “Assessment Report, Valle Vista Lighting and Landscape Maintenance Assessment District No. 1, Fiscal Year 2020-21” and dated May 19, 2020 (the “Report”), which Report is on file in the Office of the City Clerk and incorporated herein by reference is hereby approved.
4. The adoption of this Resolution constitutes the levy of the assessment within the District for Fiscal Year 2021-22.
5. Due to efficient operations, the assessments for Fiscal Year 2021-22 will be less than anticipated in 2008 when property owners approved the assessment with a provision for increases based on the increases in the Consumer Price Index (CPI). The City Council desires to return these savings to property owners by maintaining the assessment rate, and has done so by adopting this Resolution. Consequently, the assessment applied by this Resolution is less than

the full assessment that the City is authorized to impose. For reference, the full authorized rate for assessment per unit for Fiscal Year 2021-22 is \$618.94. It is the intent of the Council that, for purposes of Article XIID of the California Constitution, as well as applicable state law, no action taken in years subsequent to Fiscal Year 2021-22 will constitute an “increase” of the assessment rate if that action would not have constituted an “increase” if the assessment for Fiscal Year 2021-22 were levied at the full authorized rate. The Council declares that it would not have temporarily reduced the assessment rate for Fiscal Year 2021-22 if restoring the full authorized rate in subsequent years would constitute an “increase.” Instead, the Council would have imposed the assessment for Fiscal Year 2021-22 at the full authorized rate in order to build additional operational reserves into the assessment district program.

6. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of San Juan Bautista duly held on the 15<sup>th</sup> day of June, 2021, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Leslie Q. Jordan, Mayor

ATTEST:

---

Shawna Freels, City Clerk



**PART B VALLE VISTA**  
**LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT No. 1**  
**Budget 2021-2022**

Formula to determine Assessment per General Rule #5

Assessment Rate =  $\frac{\text{Proposed Operation and Maintenance Budget of the Current Fiscal Year}}{\text{Number of Units to be Assessed}}$

Single Family Home = \$618.94

Single Family Home with Granny Unit = \$773.68

**PART C VALLE VISTA**  
**LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT No. 1**  
**Assessment 2021-2022**

ASSESSMENT NO.	OWNER	ASSESSOR'S PARCEL NO.	ASSESSMENT Per UNIT	ASSESSMENT UNITS	FISCAL YEAR 2021-2022	
					ASSESSMENT TOTAL	
1	Adriana Martin	002-600-019-0	\$ 618.94	1	\$	618.94
2	Zoey Diggory & David M. Lo	002-600-018-0	\$ 773.68	1.25	\$	773.68
3	Germain R & Wanda M. Guibert	002-600-017-0	\$ 773.68	1.25	\$	773.68
4	Steve F & Mary M Woodill	002-600-016-0	\$ 773.68	1.25	\$	773.68
5	Stephen T Sesody	002-600-015-0	\$ 773.68	1.25	\$	773.68
6	Joanne Neubauer	002-600-014-0	\$ 618.94	1	\$	618.94
7	Linda Thomas	002-600-013-0	\$ 618.94	1	\$	618.94
8	Don & Sharon Gerber	002-600-012-0	\$ 618.94	1	\$	618.94
9	William M & Rosemary Y Hernandez	002-600-011-0	\$ 618.94	1	\$	618.94
10	Michael Humphrey & Joan Rodgers	002-600-035-0	\$ 618.94	1	\$	618.94
11	Nathalie Godoy & Augustine Rojas	002-600-010-0	\$ 618.94	1	\$	618.94
12	Isaias & Claudia Lona	002-600-034-0	\$ 618.94	1	\$	618.94
13	Phillip Esparza & Yolanda Lopez	002-600-009-0	\$ 618.94	1	\$	618.94
14	Guillermo E & Georges Gomez	002-600-033-0	\$ 618.94	1	\$	618.94
15	Marion and Alfredo Torres	002-600-008-0	\$ 618.94	1	\$	618.94
16	Steven T lo et ux	002-600-032-0	\$ 618.94	1	\$	618.94
17	John V & Cynthia J Alnas	002-600-007-0	\$ 618.94	1	\$	618.94
18	Kent Penning	002-600-031-0	\$ 618.94	1	\$	618.94
19	Randal R. Phelps	002-600-006-0	\$ 618.94	1	\$	618.94
20	Alex & Marta Gorelik	002-600-030-0	\$ 618.94	1	\$	618.94
21	David & Julie Koesel	002-600-005-0	\$ 618.94	1	\$	618.94
22	Diana Robbins & Aaron Bettencourt	002-600-029-0	\$ 618.94	1	\$	618.94
23	Kristy Jensen	002-600-004-0	\$ 618.94	1	\$	618.94
24	Darlene R. Anger Living Trust	002-600-003-0	\$ 618.94	1	\$	618.94
25	Juan J Briano	002-600-002-0	\$ 618.94	1	\$	618.94
26	Lincoln & Diane Beeman	002-600-001-0	\$ 618.94	1	\$	618.94
27	Kenneth J Houle	002-600-028-0	\$ 618.94	1	\$	618.94
28	Martinet Family Trust	002-600-027-0	\$ 618.94	1	\$	618.94
29	Michael Urbani & Lindsey Pengelly	002-600-026-0	\$ 618.94	1	\$	618.94
30	Kathy M Dutra	002-600-025-0	\$ 618.94	1	\$	618.94
31	Douglas & Leanna Brothers	002-600-024-0	\$ 618.94	1	\$	618.94
32	Harold Gomes	002-600-023-0	\$ 618.94	1	\$	618.94
33	Manuel Solis	002-600-022-0	\$ 618.94	1	\$	618.94
34	James & Irida Pisano	002-600-021-0	\$ 618.94	1	\$	618.94
35	Curtis Smith & Mishele Newkirk	002-600-020-0	\$ 618.94	1	\$	618.94
			\$ 22,281.86	36	\$	22,281.86

RESOLUTION NO. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN JUAN BAUTISTA APPROVING THE REPORT PREPARED IN CONNECTION  
WITH THE FISCAL YEAR 2021-22 LEVY OF ASSESSMENTS IN CONNECTION  
WITH VALLE VISTA LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT  
DISTRICT NO. 1

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

WHEREAS, by prior resolution, this Council ordered preparation of an Assessment Report (“Report”) with respect to the Fiscal Year 2021-22 assessment to be levied in connection with the District; and

WHEREAS, the City Manager has prepared the Report and has filed a copy of the Report with the City Clerk, which Report is hereby incorporated herein by reference; and

WHEREAS, the City Council desires to approve the Report, as filed.

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

1. The Council finds that the Report contains all information required by the Act.
2. The City Council hereby approves the Report as filed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of San Juan Bautista duly held on the 15<sup>th</sup> day of June, 2021, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Leslie Q. Jordan, Mayor

ATTEST:

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Shawna Freels, City Clerk



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL

**AGENDA TITLE:**            **AMENDMENTS TO FENCE ORDINANCE 10-01-505 TO INCREASE FENCE HEIGHTS TO MINIMALIZE STATE HIGHWAY 156 USE IMPACTS AND PROHIBIT LOCATION CLOSER THAN THREE FEET FROM A FIRE HYDRANT**

**MEETING DATE:**        June 15, 2021

**SUBMITTED BY:**        Brian Foucht, Community Development Director

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**RECOMMENDED ACTION:**

It is requested that the City Council:

1. Review the recommendation of the Planning Commission to approve a draft, revised Ordinance to increase maximum fence heights to mitigate noise or provide screening from adjoining State Highway 156, and ban locations closer to fire hydrants; and,
2. Approve the environmental review and Ordinance in its revised and current form.

**BACKGROUND:**

The Planning Commission held a duly noticed public hearing on April 6 and May 4, 2021 to consider a draft Ordinance amending the Zoning Code Section 10-1-505, *Height and Location Of Fences*. The Planning determined that fences in residential areas may be over six feet (6') in height where adjacent to Hwy 156, subject to approval by the City Manager or designee.

**ENVIRONMENTAL REVIEW**

The approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") because pursuant to CEQA Guidelines 18.36.050 any project to construct a fence is exempt from review. The ordinance only addresses the requirements for the construction of fences.

**DISCUSSION**

The purpose of the amendment is to enable property owners to reduce noise and enhance privacy screening principally adjacent to Hwy 156.

Section 10-01-505 is amended to add a new subsection “E” and “F” that enables the City Manager to approve fences higher than 6’ where needed to mitigate noise impacts or provide screening from adjoining State Highway 156. Revisions will also maintain necessary access to fire hydrants by public safety personnel.

CONCLUSION:

It is recommended that the City Council:

1. Approve the environmental review; and
2. Introduce the ordinance via first reading by title only, and adopt the ordinance following a second reading at the next meeting of the City Council.

Attachments:

Draft Fence Ordinance 10-01-505

Planning Commission Staff Report, May 4, 2021

**EXHIBIT "A"**

**ORDINANCE 2021-XX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
AMENDING THE SAN JUAN BAUTISTA MUNICIPAL CODE CHAPTER 10-1, TO  
REVISE SECTION 10-1-505 TO INCLUDE AN INCREASE IN FENCE HEIGHTS IF  
NEEDED TO MITIGATE NOISE OR PROVIDE SCREENING FROM ADJOINING  
HIGHWAYS AND TO PROHIBIT FENCES CLOSER THAN THREE FEET FROM A FIRE  
HYDRANT**

**(EXEMPT FROM CEQA)**

WHEREAS, the San Juan Bautista Planning Commission has reviewed the amendment to the Fence Ordinance proposed by staff and recognizes an need for an amendment to decrease noise impacts and increase safety for City residents and recommends that the City Council amend Chapter 10-1, Section 10-1-505 of the City Code to include new subparagraphs (E) and (F) to allow fence heights to be increased to mitigate noise and provide screening from adjoining Highways and to prohibit fences closer than three fee from a fire hydrant; and,

WHEREAS, this project to amend the fence ordinance is exempt from the California Environmental Quality Act under Guideline 18.36.050, which exempts the construction of fences.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
HEREBY ORDAINS AS FOLLOWS:

Section10-1-505 shall be revised to add two new subparagraphs as follows:

(E) The height of a wall or fence along any side or rear yard may exceed the requirements in this Article 5 if the City Manager or his designee determines that the additional height is needed to mitigate noise impacts or provide screening from adjoining State Highway 156. The wall or fence shall not exceed the height necessary to mitigate noise and screen undesirable views.

(F) Fences and walls shall be located to maintain a minimum of three feet of clearance around the circumference of any fire hydrant.

The FOREGOING ORDINANCE was first read at a regular meeting of the San Juan Bautista City Council on the 15th day of June, 2021, and was adopted at a regular meeting of the San Juan Bautista City Council on the 13<sup>th</sup> day of July, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Mayor Leslie Q. Jordan**

**ATTEST:**

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**Shawna Freels, City Clerk**

**APPROVED AS TO FORM:**

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**Deborah Mall, City Attorney**

**10-1-505 Height and location of fences.**

**Fences**, walls, and hedges may be located in required yards as follows:

- (A) If not exceeding at any point six feet (6') in **height** above the elevation of the surface of the ground at such point, such may be located in any yard or court, except as hereinafter specified.
- (B) If not exceeding at any point eight feet (8') in **height** above the elevation of the surface of the ground at such point, they may be located in any required rear yard or side yard, provided that on a corner lot, abutting in the rear the side lot line of another lot in an R District, no such **fence**, wall, or hedge within twenty-five feet (25') of the common lot line shall be closer to the side street lot line than one-half (1/2) the least depth of the front yard required on such other lot fronting the side street.
- (C) On a corner lot a **fence** or hedge over four feet (4') in **height** above the average crown of adjacent streets shall be not less than twenty feet (20') from the point of intersection of the street right-of-way lines, or said lines extended, or less than ten feet (10') from said right-of-way at any point.
- (D) Where such **fence**, wall, or hedge is located within the required front yard, it shall not obscure visibility above a **height** of three feet (3') above the elevation of the surface of the ground.



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** Designate Rehabilitating the following streets: Franklin St., North St., Second St., Monterey St., The Alameda and Polk Street as the City's Priority Project under the State's Road Repair and Accountability Act of 2017

**MEETING DATE:** June 15, 2021

**SUBMITTED BY:** Julie Behzad, City Engineer

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

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**RECOMMENDED ACTION:** Designate Franklin St., North St., Second St., Monterey St., The Alameda and Polk Street as City's Priority Project under the State's Road Repair and Accountability Act of 2017 for Fiscal Year 2021/22.

**BACKGROUND INFORMATION:**

**SB1** - The Road Repair and Accountability Act of 2017 (SB1 Bill) is a significant investment in California's roadway system of about \$5.2 billion per year. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilizes the price-based fuel tax rates and provides for inflationary adjustments to rates in future years. This legislation more than doubles local streets and road funds allocated through the Highway Users Tax Account, allocating funds from new taxes through a new "Road Maintenance and Rehabilitation Account" (RMRA).

The RMRA receives funds from the following new taxes imposed by the state:

1. A 12 cent/gallon increase to the gasoline excise tax effective November 1, 2017.
2. A 20 cent/gallon increase to the diesel fuel excise tax effective November 1, 2017, half of which will be allocated to Trade Corridors Enhancement Account (TCEA) with the remaining half to the RMRA.
3. A new vehicle registration tax called the "transportation improvement fee," effective January 1, 2018, based on the market value of the vehicle.
4. An additional \$100 vehicle registration tax on zero emission vehicles model year 2020 and later effective July 1, 2020.
5. Annual rate increases to these taxes beginning July 1, 2020 (July 1, 2021 for the ZEV fee), and every July 1 thereafter for the change in the California Consumer Price Index. The first adjustment to be made on July 1, 2020 will cover CPI change for two years: November 1, 2017 through November 12, 2019.



The Road Repair and Accountability Act stipulates that, prior to receiving RMRA funds in any fiscal year, a city shall submit a project list pursuant to the agency's adopted budget to the California Transportation Commission (CTC). City staff proposes to use FY2021/22 RMRA funds on the Franklin ST., North St., Second St., Monterey St., The Alameda and Polk Street.

FISCAL IMPACT: The City is expected to receive approximately \$ 40,673 from SB1 funding for FY 2021/22.

ATTACHMENTS:

Resolution

**RESOLUTION NO. 2021-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
DESIGNATING REHABILITATING SIX STREETS AS FOLLOWS: FRANKLIN,  
NORTH ST, SECOND ST, MONTEREY ST, THE ALAMEDA AND POLK ST. AS THE  
CITY'S PRIORITY PROJECT UNDER THE STATE'S ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017 (SB1)**

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

WHEREAS, SB 1 includes accountability and transparency provisions to ensure residents of the City of San Juan Bautista are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of San Juan Bautista will use SB 1 Road Maintenance and Rehabilitation Account (RMRA) money for rehabilitating the following six streets: Franklin ST., North St., Second St., Monterey St., The Alameda and Polk St. This project is expected to be completed by December 2020 resulting in a new 5 to 20 -year life of this important streets; and

WHEREAS, the City will receive an estimated \$40,673 in SB1 funding in Fiscal Year 2021/22; and

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

NOW, THEREFORE IT IS HEREBY RESOLVED by the City Council of the City of San Juan Bautista that the City budget for fiscal year 2021/22 is amended to incorporate the following streets: Franklin ST., North St., Second St., Monterey St., The Alameda and Polk Street which is partially funded with Road Maintenance and Rehabilitation Account (RMRA)

PASSED AND ADOPTED at a regular meeting of the San Juan Bautista City Council duly held on June 15, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Leslie Q. Jordan, Mayor

ATTEST:

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Shawna Freels, City Clerk



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

**AGENDA TITLE:** **LICENSE AGREEMENT WITH ETHERIC NETWORKS INCORPORATED TO PLACE COMMUNICATION EQUIPMENT ON THE CITY'S WATER TANK FOR THE TRANSMISSION OF COMMUNICATION SIGNALS PROVIDING A NEW SOURCE OF INTERNET ACCESS FOR THE COMMUNITY IN CONSIDERATION FOR FREE WI-FI ON THIRD STREET AND AT CITY FACILITIES**

**MEETING DATE:** **June 15, 2021**

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

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### **RECOMMENDED ACTION:**

It is recommended that the City Council approve the attached Resolution authorizing the City Manager to execute a License Agreement with Etheric Networks Inc. allowing them to place antennas on the City's Water Tank for the transmission of communication signals in consideration for providing the City with a public free Wi-Fi "hot-spot" on Third Street and providing City Facilities with internet access.

### **BACKGROUND INFORMATION:**

The pandemic has caused the exposure of many inequities in our culture and communities. Learning, working, and attending doctor's appointments from home have resulted in increased reliance on the internet from home, over the past year. This intensity of internet use and access needs has exposed the system's weaknesses especially in rural areas. The lack of reliable internet service to some citizens in the City is an inequity that needs to be addressed. It makes sense for the City to try and improve access to internet for its residents.

Staff followed state and federal program to improve internet access, and all of these programs seemed to end at the City's political boundaries. The City is not considered a rural community by the United States Department of Agriculture, where its neighbors are. The California Public Utility Commission ("CPUC") went to work and solicited proposals from internet service providers ("ISP") to serve the unincorporated areas around the City. Many of these areas are awarded to a

company called Etheric Networks Inc. A brief history of Etheric's 18-years as an ISP and its role in San Benito County is attached to this report.

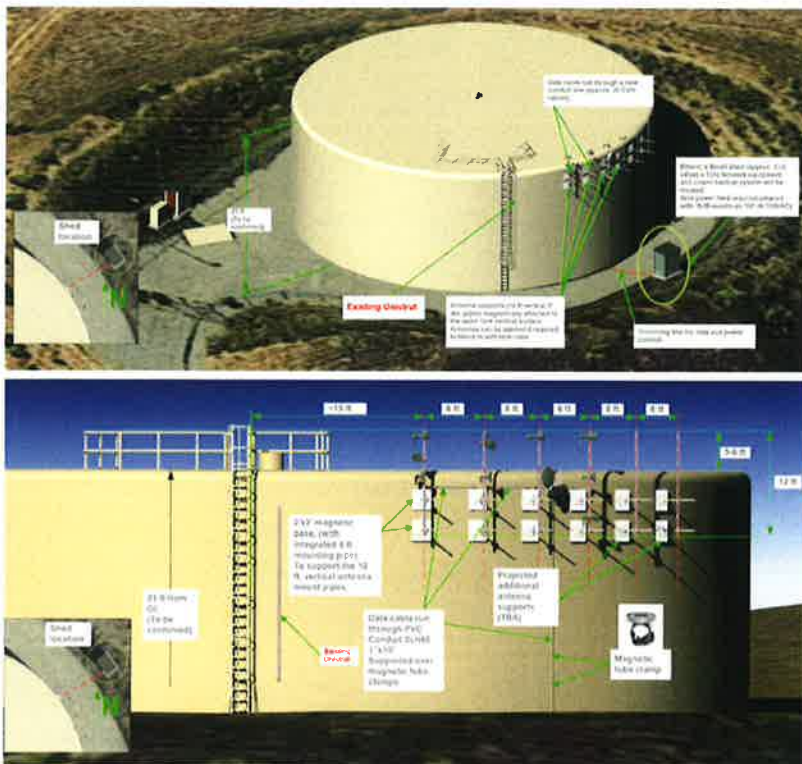
A year ago, following a lead from the San Benito County Economic Development Corporation, the City reached out to Etheric. They have an investment at Hollister City Hall. The question was asked of Etheric; “can Etheric become an ISP if it uses the City’s Water Tank?” At first, the objective was to invite competition for ISP services to the residents in the City and beyond, and for the City to earn a little rent from the lease of the cell tower (Water Tank).

**DISCUSSION:**

Etheric went to work immediately exploring the potential for ISP services in the City. The City is fortunate to have high speed fiber optics coming through town via The Alameda, traveling past the Library out San Juan Highway. Etheric applied to the CPUC for permission to access this network, and paid the associated licensing fees. Since then, they have invested more than \$100,000 to become a new ISP in San Juan Bautista. To bring the high-speed internet access to the City's Water Tank, they first secured access to the top of the Windmill Market. This work has been completed.

To fully develop the system at the Water Tank, Etheric is seeking a License Agreement that approves the installation of 5-poles, 10 feet high with up to 10-antennas on each pole. Any City or County-Unincorporated property within the line of sight of the Tank can pay to access the system. The License Agreement also allows for expansion at a later date.

The City's Water Tank with the antennas attached are depicted in the License Agreement and shown below.



The attached License Agreement provides the details describing a five-year term that can be extended twice up to 15 years. In consideration for the use of the City's Tank, the City receives ISP services for its buildings and along Third Street from the Alameda to Monterey Street. This service will reach the Public Works Yard and Community Hall. This is a value of \$2,700 per month, which is substantially higher than the market rate for renting cell-towers (closer to \$2,000 a month).

*In lieu of a license fee, Licensee will provide a municipal Hotspot network - high speed Internet circuit with a splash page for login. Suggested network access points are noted in Attachment D. Licensor has agreed to interface with the building owners along the third street corridor to allow for access, installation and maintenance of hotspot equipment. The value of the hotspot is at least \$2700/month including 1Gig Backbone as well as the maintenance of the network. Direct Costs of hotspot installation: Hotspot Equipment \$4000; Installation Labor \$7200; Back-bone A & B Radio Links & Labor \$8400 plus Engineering Costs of \$1200.*

The City will help facilitate the building of the hotspot acting as an interface with building owners on Third Street. It will require the participation from a fifteen property owners with tall buildings to "blanket" the air space with communication access. Etheric will be responsible for working out the details with each property owner. Etheric representatives will present this project to the City Council on June 15<sup>th</sup> and be available for questions.



### Hotspot Access Points



A larger version of this map is on the last page of the License Agreement.

The attached ISP rates are provided in Spanish and English as part of Etheric's promotional materials. Entry level services begin at \$59 per month, for 25 megabytes of download speed and 10 megabytes of upload speed. The higher the speed the higher the monthly cost. The CARES Act has a \$50 dollar per month subsidy referred to as the Emergency Broadband Benefit, ("EBB") for low-income families to use for internet access. This program is being promoted by Etheric, the Community Health Foundation and the local schools as a way to remove the cost barriers to low-income families for internet access. This \$9 a month price is a real bargain.

*Etheric Networks will deploy new broadband technology in San Juan Bautista by Summer 2021. This will enable us to provide lower cost plans for the entire community.*

Price	Upload Speed	Download Speed
\$59	25 Mbps	10 Mbps
\$79	50 Mbps	15 Mbps
\$99	100 Mbps	25 Mbps
<b>Low Income Qualified Customers*</b> Installation & Equipment: \$10/mo with 24-Month Contract		
<b>Regular Pricing</b> Installation \$99 (up to 2 hours) Equipment \$129-\$149		

\*Etheric is participating in the **Federal Emergency Broadband Benefit (EBB)** Program, which will provide a discount of \$50 per month for broadband services for eligible consumers.

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### **FISCAL IMPACT:**

The City currently pays several hundred dollars per month for internet access at its Library, Public Works Yard, and City Hall. The City will save in excess of \$3,000 annually, for total savings of at least \$15,000 during the first five-year term of the License Agreement.

### **ATTACHMENTS:**

Etheric's History

Etheric Rate Schedule

Resolution and License Agreement

**RESOLUTION NO. 2021- XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT  
WITH ETHERIC NETWORKS INCORPORATED TO PLACE COMMUNICATION  
EQUIPMENT ON THE CITY'S WATER TANK FOR THE TRANSMISSION OF  
COMMUNICATION SIGNALS PROVIDING A NEW SOURCE OF INTERNET  
ACCESS FOR THE COMMUNITY IN CONSIDERATION FOR FREE WI-FI ON  
THIRD STREET INCLUDING CITY FACILITIES**

**WHEREAS**, many rural communities have long awaited access to reliable fast internet services, and San Benito County and the City of San Juan Bautista are no exception to this struggle; and

**WHEREAS**, for many years, the citizens San Juan Bautista and the surrounding community have had limited options to choose from for access to fast reliable internet service; and

**WHEREAS**, the State and Federal policy changes have attracted new service providers to the area, awarding access rights to rural areas around San Benito County and around the City limits; and

**WHEREAS**, a majority of these access rights have been awarded to Etheric Networks Incorporated ("Etheric"), which has had some presence in and around Hollister, but now plans to expand its services; and

**WHEREAS**, a brief company description of Etheric, a relatively small internet service provider, is attached to the staff's report provided to the City Council June 15, 2021, and is incorporated into this Resolution by reference; and

**WHEREAS**, typically, a city or school district will lease their property to communication providers at a rate of between \$1,500 to \$2,000 per month solely for the purpose of generating revenue from these "Cell Tower Leases;" and

**WHEREAS**, in an effort to improve internet access to the citizens of San Juan Bautista and the surrounding community and possibly generating some revenue, the City reached out to Etheric to see if they would be interested in investing here in San Juan Bautista to help them expand into the rural communities as well as the City; and

**WHEREAS**, after researching the possibility of accessing high-speed fiber optics that enters the City on The Alameda and crosses through town past the Library towards Santa Clara County, Etheric began exploring in earnest the cost and benefits of developing internet services in the City; and

**WHEREAS**, Etheric's research confirmed that many residents and business could be served if they could send their communication signals from the City's water tank, to any subscriber within sight of the tank, and if sufficient demand was created, possibly extending these services into the near-by canyons; and



**WHEREAS**, over the past six-months, Etheric has successfully petitioned the California Utilities Commission to allow them access to the fiber optics traveling through town, and reached agreement with the owner of the Windmill Market to install equipment at the top of their building so that signals could be sent to the City's Water Tank for distribution to subscribers, and have made an investment of more than \$100,000 to complete this work; and

**WHEREAS**, Etheric is renting space and has a business presence in San Juan Bautista where it houses data servers to improve the speed of the internet access by reducing latency to those who access the internet in the City subscribing to their services; and

**WHEREAS**, Etheric has agreed to install equipment necessary to provide visitors and business owners free access to Wi-Fi by installing a "hot-spot" on Third Street from the Alameda to Monterey Street, and equipment needed at City buildings to access their signals from the Water Tank; and

**WHEREAS**, Etheric will provide the Wi Fi Hotspot and internet services to the City facilities in exchange for rent at the Water Tank, at an estimated value of \$2,700 per month for five years; and

**WHEREAS**, Etheric will provide a minimum service to its subscriber starting at \$59 per month for 25 Megabytes per minute upload, and 10 megabytes download, and promote the federal aide to low-income households that will pay \$50 per month for internet access, allowing access to low-income families for \$9 per month as long as the federal program exists; and

**WHEREAS**, Etheric will provide internet access at unlimited speeds to subscribers on a rate basis that escalates proportionately as the speed increases, as provided in staff's report to the City Council June 15, 2021, and incorporated into this Resolution by reference; and

**WHEREAS**, the benefits to having Etheric in San Juan Bautista outweigh the value if typical cell-tower lease, and it would be a benefit to the citizens of San Juan Bautista to facilitate the completion of their project and approve the attached License Agreement.

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

**Section 1.** The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

**Section 2.** The City Council also finds that it is a benefit to the citizens of San Juan Bautista to invite Etheric Networks Inc. into the community and offer a license agreement attached hereto, in exchange for offering free wi-fi to its visitors on Third Street, fast reliable services at City facilities, and reasonable subscription rates for its subscribers.

**Section 3.** The City Council resolves and authorizes the City Manager to execute a License Agreement in much the same form as that attached to this Resolution and expeditiously complete other documentation as required to allow Etheric Network Inc. to initiate its services from the City's Water Tank as soon as practical.

**Section 4.** This Resolution shall take effect from and after the date of its passage and adoption.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of June, 2021, by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Leslie Q. Jordan, Mayor

**ATTESTED:**

---

Shawna Freels, City Clerk



# **ETHERIC NETWORKS**

ULTRA - HIGH - SPEED INTERNET

## **San Juan Bautista & Etheric Networks History & Background**

### **About Etheric Networks and our investment in underserved areas**

Etheric Networks provides custom-engineered fixed wireless internet services in the San Francisco Bay Area and beyond. Locally owned and operated for 18 years, Etheric is passionate about its service: designing custom circuits for every customer. Etheric continues its growth and development by investing in network infrastructure and providing superior customer service.

Etheric Networks infrastructure includes a fiber ring around the Bay Area and a high-speed microwave ring that positions Etheric speeds to be well above the branded competition.

### **Etheric's invests in New Towers to Serve San Benito County**

In 2020 Etheric lit two new towers in San Benito County. This expansion brings significant new internet options to thousands more businesses and residences and strengthens Etheric's ability to support robust private community networks.

### **Our primary circuit at Hollister City Hall & City of Hollister Redundant Connection**

Since January, 2016 Etheric has provided 100mbps wireless failover to connect city agencies in Hollister

### **Working with San Benito Schools**

In 2020 the pandemic highlighted the challenges rural communities face when attempting to work and learn from home. We reached out to San Benito Schools to see how we could help. This led to conversations with Senator Caballero, Congressman Panetta and led to a MOU with the City of Hollister, City of San Juan Bautista, San Benito County and the San Benito Schools to work together to provide a solution.

### **Investments in SJB**

Etheric reached out to community and government officials in San Juan Bautista last summer when we learned about the difficult situation faced by the community, especially students, teachers and seniors who struggled with access to fast, reliable internet. This led to an opportunity to build a base station at the SJB water tower to serve the needs of the city.

Etheric located a fiber access point on the corner of The Alameda and Highway 156. Etheric invested over \$100,000 to deliver the fiber to the Windmill Market. From the roof

of the market we are able to create a Fiber Pop to deliver a circuit to the water tower where our equipment can deliver service to the entire community.

Since we will now have a fiber connection at the Windmill Market, Etheric made the decision to construct and maintain an office and data center at that location. This additional investment will reap rewards for users of our internet services. This data center will provide for peering to the physical network access points through which two independent networks connect and exchange traffic. For example it will provide a direct connection to Apple, Google, Netflix and many more. This means even at lower speeds you will get better results when visiting these sites.

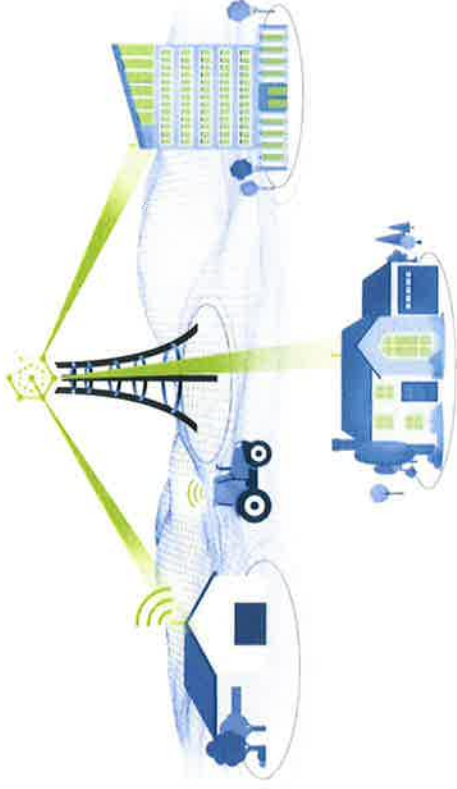


# Hard-Working Internet is Coming to San Juan Bautista

Etheric Networks will deploy new broadband technology in San Juan Bautista by Summer 2021. This will enable us to provide lower cost plans for the entire community.

Price	Upload Speed	Download Speed
\$59	25 Mbps	10 Mbps
\$79	50 Mbps	15 Mbps
\$99	100 Mbps	25 Mbps
Low Income Qualified Customers* Installation & Equipment: \$10/mo with 24-Month Contract		
Regular Pricing Installation \$99 (up to 2 hours) Equipment \$129-\$149		

\*Etheric is participating in the **Federal Emergency Broadband Benefit (EBB)** Program, which will provide a discount of \$50 per month for broadband services for eligible consumers.



## EBBP Household Eligibility

Households can qualify for the EBB Program by showing that at least one member of their household meets one of the following criteria:

- Qualifies for the FCC's Lifeline program, including Medicaid and SNAP
- Approved for a free or reduced price school breakfast/lunch program
- Experienced substantial documented loss of income since February 29, 2020
- Received a federal Pell grant in the current award year
- Qualifies for a participating provider's existing low-income or COVID-19 relief program, subject to FCC approval of that provider's eligibility process.

Secure, private network • Excellent speed & range • Fast installation • 24-hour technical support

## **SITE LICENSE AGREEMENT**

THIS SITE LICENSE AGREEMENT (the Agreement), is made as of the date of signature hereof by the last party to sign (the Effective Date), by and between City of San Juan Bautista, a California City, (Licensor), and Etheric Networks Incorporated, a California corporation (Licensee).

### **1. License of Premises.**

Licensor hereby licenses to Licensee space (the Licensed Premises) on the Water Tower site located in San Juan Bautista California 95045, (the Site) for location of five (5) poles with up to twenty antennas, each pole will be no longer than ten (10') long and each antenna mounted thereon to be no more than two feet (2') tall, and one (1) equipment rack. The Initial Equipment and installation thereof are depicted and described in the Drawings attached hereto as Exhibit A and incorporated herein. Licensee shall have the right to install up to two (2) additional 10 foot poles, each at a mutually agreed location, with up to four (4) antennas on each pole. All changes to the Initial Equipment shall require the prior written consent of Licensor.

### **2. Use.**

2.1 Licensor, for the term set forth herein and subject to the terms and conditions of this Agreement and subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of City of San Juan Bautista, hereby grants to Licensee a non-exclusive license to use the Licensed Premises (Licensee's Permitted Use) for (i) the transmission and reception of communication signals pursuant to all rules and regulations of the Federal Communications Commission (the FCC), and (ii) the construction, alteration, maintenance, repair, replacement and relocation of the Initial Equipment and the Additional Equipment (collectively, the Communications Equipment). No other rights are granted herein. Licensee shall pay all relocation costs in the event of relocation pursuant to this Section 2.

2.2 Licensor makes no warranties, implied or otherwise, as to the fitness of the Licensed Premises for Licensee's intended use. Licensee has inspected the Site and the Licensed Premises and accepts the same "AS IS" and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Site or the Licensed Premises for Licensee.

2.3 Licensor agrees that Licensee's Site Equipment shall be considered Licensee's personal property.

2.4 Licensee shall not use any portion of the Site or the Licensed Premises (a) in any manner that is prohibited by or in conflict with any law, ordinance, or governmental rule, or (b) that will increase the rate of or affect any insurance on the Site. Licensee agrees that, at no time during the term of this License Agreement will it use or permit the use of its Communications Equipment in ways that are inconsistent with this Section 2.

2.5 Licensors may require Licensee to temporarily suspend communications services to and from the Communications Equipment or temporarily relocate the Communications Equipment if reasonably required for repairs, upgrades, or modifications to the Site or to provide communications or other services to the Site and the owners of residences in the Site, provided that all such work shall be performed as expeditiously as reasonably possible in order to minimize such shutdown or relocation. Licensors may require Licensee to permanently relocate the Communications Equipment to another part of the Site, at Licensee's cost, in the event that relocation is permanently necessary for the foregoing purposes; provided that if there is no relocation site that permits functioning of Licensee's Communications Equipment without downgrading its performance, in Licensee's sole discretion, Licensee may terminate this Agreement by notice to Licensors.

### **3. Term.**

3.1 The initial term (Initial Term) of this Agreement shall be five (5) years, commencing on the 1st day of the month following the execution of this Agreement (the Commencement Date). The Initial Term of this Agreement shall expire at midnight on the day before the fifth anniversary of the Commencement Date unless otherwise terminated as provided in this Agreement. Licensee will have two (2) options to renew the License Agreement for successive terms of three (3) years each, on notice to the Licensors given no later than sixty (60) days prior to expiration of the then current term (each, a Renewal Term), on the same terms and conditions as set forth herein. Licensors will have the right to deny the renewal, with or without cause, on notice to Licensee given no later than thirty (30) days prior to expiration of the then current term. For the purposes of this Agreement, "Term" shall mean the Initial Term plus any applicable Renewal Term(s).

3.2 If Licensee remains in possession of the Premises at the expiration of the Term of this Agreement without a written agreement, such use shall be deemed a month-to-month use under the same terms and conditions of this Agreement.

3.3 If Licensee is unable to secure any required zoning approval and associated building permits from local government agencies, Licensee may terminate this Agreement upon thirty (30) days prior written notice to Licensors.

### **4. License Fees.**

In lieu of a license fee, Licensee will provide a municipal Hotspot network - high speed Internet circuit with a splash page for login. Suggested network access points are noted in Attachment D. Licensors has agreed to interface with the building owners along the third street corridor to allow for access, installation and maintenance of hotspot equipment. The value of the hotspot is at least \$2700/month including 1Gig Backbone as well as the maintenance of the network. Direct Costs of hotspot installation: Hotspot Equipment \$4000; Installation Labor \$7200; Back-bone A & B Radio Links & Labor \$8400 plus Engineering Costs of \$1200.

## **5. Installation and Maintenance.**

5.1 Licensee shall, at Licensee's expense, keep and maintain the Premises in the same condition and repair as when received and incident to Licensee's use during the Term of this Agreement. Licensee shall maintain the Communications Equipment in good condition and repair and in compliance with all applicable laws and safety requirements and within industry accepted safety standards. Licenser assumes no responsibility for the licensing, operation and/or maintenance of the Communications Equipment. Licensee shall comply with all of the terms of its FCC license.

5.2 Prior to the initial installation of, or any material modification to, the Communications Equipment, Licensee shall submit to Licenser its construction and installation drawings and a written list of the names of and contact information for contractors and subcontractors who will be performing such work. Licenser shall have the right to approve or disapprove such plans and lists, which approval shall not be unreasonably withheld, delayed or conditioned. Licensee shall not alter any plans or change any contractors or subcontractors approved by Licenser without following the procedures set forth above. Licensee shall be responsible for grounding all external and internal wiring and cabling installed by Licensee. Licensee shall repair, at its cost, all damage to the rooftop, building, conduits, and other areas of the Site used for the Communications Equipment or access thereto that are caused by Licensee's installation, repair, maintenance, replacement or operation of the Communications Equipment or other activities in or on the Site.

5.3 The Communications Equipment shall be identified with permanently marked, weatherproof tags.

5.4 Licensee shall, at its sole cost and expense, at all times use its best efforts to obtain and shall thereafter maintain in good standing all licenses, permits, and approvals necessary for the installation or operation of the Communications Equipment. Licenser agrees to cooperate with Licensee, at Licensee's expense, in obtaining any required permits or zoning approvals, provided that Licenser shall not be obligated to incur any costs or obligations in connection with such licenses, permits or approvals or the applications therefor. Licensee shall install, maintain, operate, repair and replace all Communications Equipment in compliance with such licenses, permits, approvals and all applicable laws.

5.5 Except for Licensee's express repair and maintenance obligations in this Agreement, Licenser shall repair and maintain the Site and Premises in substantially the condition that exists on the date of this Agreement, subject to reasonable time for repair and restoration of minor conditions and subject to the provisions of Section 16 of this Agreement. Licensee acknowledges that as of the date of this Agreement, the Site and the Premises are in a condition that is suitable and appropriate for the installation and operation of the Communications Equipment.



## **6. Access.**

Licensee and its authorized personnel shall be entitled to access to the Site and the Licensed Premises during customary weekday business hours, exclusive of holidays, subject to the security requirements and rules and regulations of the Site. In an emergency that consists of the imminent threat of injury to persons or damage to property or the need to immediately repair or restore Communications Equipment in order to keep it in operation, Licensee may have access to the Site and the Licensed Premises upon telephone contact to Licensor's security personnel at (XXX) XXX-XXXX.

## **7. Signal Interference and Equipment Interference.**

7.1 Licensee shall not use the Licensed Premises in any way that interferes with the operation, maintenance and repair of telecommunications or other equipment and systems as installed and operating at the Site either prior to or after the Commencement Date, provided that any telecommunications equipment is being operated at its FCC licensed frequency and otherwise in compliance with FCC rules with respect to interference. Licensee shall not permit its Communications Equipment to interfere with Licensor's maintenance or operation of the Site, including but not limited to the operation of any of Licensor's radio, cable or other telecommunication equipment installed at the Site. Licensee shall not modify the initial installation or operational characteristics of its equipment in any manner that will interfere, either physically, with the signal, or with camera shots of or from the equipment operated by any other occupant of the Site. Licensor shall use reasonable efforts to facilitate cooperation among all communications equipment occupants of the Site to enable Licensee to satisfy itself with respect to interference issues or to resolve any issues.

7.2 Licensee shall indemnify Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference caused entirely or partially by the Communications Equipment. Licensee agrees to cease all operations (except for intermittent testing) until any interference referenced in Section 7.1, above, has been corrected to the sole satisfaction of the communications carrier whose equipment is subject to interference by Licensee's equipment or Licensor, if the interference affects Licensor's equipment. If such interference has not been corrected within thirty (30) days after notice thereof from another communications carrier or Licensor, (i) Licensor may require Licensee to remove the specific items from the Communications Equipment causing such interference or terminate this Agreement, and (ii) Licensee may terminate this Agreement.

7.3 Licensor reserves the right to lease and/or license other portions of the Site to other parties for communications transmitting or receiving sites during the Term of this Agreement. Licensee acknowledges that Licensor has no expertise in communications technology and that therefore Licensor shall have no duty to inquire about possible interference from either Licensee or a prospective tenant or licensee or, except as provided herein, or to provide to Licensee any documents or information with regard to such prospective tenant or licensee. In the event that a new Licensee's equipment causes such interference (provided Licensee is operating in accordance with its FCC license and otherwise in compliance with FCC rules regarding

interference), Licensor will provide to Licensee upon request contact information for the interfering carrier and will use reasonable efforts to facilitate cooperation with the interfering carrier to enable Licensee to resolve any issues.

7.4 In the event interference with Licensee's Communications Equipment by the equipment of other communications carriers can be resolved by relocation of Licensee's Communications Equipment on Licensor's rooftop, Licensor and Licensee shall cooperate to permit Licensee to relocate the Communications Equipment, at no cost to Licensor and provided that Licensor shall not be involved in any interference issues among the various carriers on the Site. If Licensor has required the relocation of the Communications Equipment to enable a new licensee or lessee to install its communications equipment on or near the Licensed Premises, Licensor shall pay the reasonable cost of such relocation. If another site on the roof is not available that permits operation of Licensee's network without downgrading the performance of Licensee's network as it existed prior to the interference in Licensee's sole discretion, Licensor shall not require relocation.

#### **8. Assignment.**

Licensee may assign this Agreement and all of its rights hereunder (including, without limitation, its right to renew) in connection with a merger, acquisition or other business reorganization or to any person or business entity that is an "affiliate" of Licensee without the prior consent of Licensor. For purposes of this subparagraph, "affiliate" shall mean: (i) a corporation which owns fifty percent (50%) or more of the outstanding common stock of Licensee, or (ii) a corporation which has fifty percent (50%) or more of its common stock owned by Licensee, or (iii) a partnership which owns fifty percent (50%) or more of the common stock of Licensee, or (iv) a partnership which has fifty percent (50%) or more of its interest in partnership profits owned by Licensee, or (v) an entity which purchases substantially all of the assets of Licensee, or (vi) an entity which is the surviving entity in a merger pursuant to state corporation or partnership law with the Licensee. Licensee may not otherwise assign or sublease all or any portion of its rights under this Agreement without the prior written consent of Licensor.

#### **9. Taxes and Assessments.**

Licensee shall pay any taxes, assessments, charges, fees, or licenses directly attributable to the Communications Equipment, including without limitation any additional real property taxes assessed to Licensor by reason of Licensee's Communications Equipment.

#### **10. Insurance, Indemnification and Waiver.**

10.1 Licensee, at its own cost and expense, shall maintain the following insurance coverages during the term of this Agreement: (i) "Special Form" property insurance which insures the insuring party's property for its full replacement cost; and (ii) Commercial General Liability Insurance having a minimum limit of liability of \$2,000,000 aggregate, with a combined limit of \$1,000,000 for bodily injury and/or property damage for any one occurrence, and (iii) Excess or Umbrella coverage of \$5,000,000. Licensee shall also carry, at its expense, Commercial Automobile and Workers' Compensation coverage of \$1,000,000. The above described liability

insurance shall name Licensor as additional named insured and shall apply as primary insurance and that any insurance carried by Licensor will be excess and not contribute with Licensee's insurance. All policies, including any renewals thereof, shall contain provisions that obligate the insurer to notify Licensor, with prior written notice in accordance with policy provisions, in the event of cancellation or non-renewal of the coverage. Prior to commencement of installation of any Communications Equipment or performance of any other work on the Licensed Premises, Licensee shall deliver to Licensor Certificates of Insurance evidencing the insurance required by this Agreement.

10.2 Licensee agrees to indemnify, defend and hold Licensor, its directors, manager, agents and employees and all owners and tenants in the Site (the Licensor Indemnitees) harmless from and against injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) which may be imposed upon or incurred by or asserted against the Licensor Indemnitees occurring during the Term of this Agreement, or during any period of time prior to the License Fee Commencement Date hereof or after the expiration date hereof when Licensee may have been given access to or possession of all or any part of the Site or the Licensed Premises, arising from any negligence or other act or omission on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, subtenants, licensees or invitees; provided that the foregoing is not intended to require Licensee to indemnify Licensor for Licensor's breach of this Agreement or for the gross negligence or willful misconduct of Licensor or Licensor's employees, agents, contractors or representatives. Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from any willful misconduct or the gross negligence of Licensor or its employees, agents, contractors or representatives. Licensee and Licensor each hereby waives any claim that they may have against the other party with respect to any consequential, punitive, special or incidental damage or lost profits.

This Section shall survive the expiration or earlier termination of this Agreement.

#### **11. Removal of the Communications Equipment Upon Termination.**

Following any termination or expiration of this Agreement, Licensee shall, at its sole cost and expense, immediately remove all of the Communications Equipment and other equipment installed by Licensee on the Premises. In performing such removal, Licensee shall, at its sole cost and expense, restore the Premises to as good a condition as they were prior to the installation or placement of the Communications Equipment, reasonable wear and tear and damage by the elements excepted.

#### **12. Hazardous Substances.**

Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. Licensee agrees to defend, indemnify and hold harmless Licensor and Licensor's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees

and costs) arising from any breach of any representation, warranty or agreement of Licensee contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other applicable federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements, as hereafter defined) concerning environmental matters, or any matter which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Governmental Requirements" shall mean all requirements under any federal, state or local statutes, rules, regulations, ordinances, or other requirements of any duly constituted public authority having jurisdiction over the Site (including, without limitation, the Licensed Premises). This paragraph shall survive the termination of this Agreement.

### **13. Termination by Licensee.**

Following the Commencement Date, and except as otherwise provided herein, this Agreement may be terminated by Licensee in the following circumstances:

13.1 Upon thirty (30) days prior written notice and without penalty or further liability, if it is unable to obtain, maintain or reinstate (through no fault of Licensee) within thirty (30) days any permit or governmental approvals necessary for the construction or operation of the Communications Equipment in accordance with Licensee's Permitted Use. Licensee shall at all times use its diligent efforts in good faith to obtain and maintain any Governmental Approvals.

13.2 Upon thirty (30) days prior written notice and without penalty or further liability, if Licensee is unable to operate the Communications Equipment in accordance with Licensee's Permitted Use on the Premises as a result of material interference (other than on a temporary, non-recurring basis) resulting from the act of any third party (including Licensor), provided however that Licensee shall not have the right to terminate this Agreement if such interference can be removed by relocating the Communications Equipment, as provided in Section 7.4., above, but subject to the express provisions of such Section 7.4.

### **14. Utilities.**

Licensor shall provide electricity for the operation of the Licensee's equipment at no cost to Licensee in excess of the License Fee. Licensor shall not be liable in any respect for damages to either person or property nor shall Licensee be relieved from fulfilling any covenant or agreement hereof as a result of any temporary or permanent interruption of electrical service. Licensor shall use reasonable diligence to restore any interruption in Site electrical service promptly, but Licensee shall have no claim for damages, consequential or otherwise, on account of any interruption.

### **15. Mechanic's Liens and Additional Construction.**

If by reason of any alteration, repair, labor performed or materials furnished to the Premises for or on behalf of Licensee any mechanic's or other lien shall be filed, claimed, perfected or

otherwise established or as provided by law against the Licensed Premises, Licensee shall discharge or remove the lien by bonding or otherwise, within thirty (30) days after Licensee receives notice of the filing of same. Notwithstanding any provision of this Agreement seemingly to the contrary, Licensee shall never, under any circumstances, have the power to subject the interest of any owner of a condominium in the Site to any mechanics' or materialmen's' liens or liens of any kind, nor shall any provision contained in this Agreement ever be construed as empowering Licensee to encumber or cause Licensor to encumber the title or interest of any such owner in the Site.

## **16. Casualty and Condemnation.**

16.1 In case of damage to the Site or the Licensed Premises or those portions of the Site or the Licensed Premises that are essential to the operation of the Communications Equipment, by fire or other casualty, provided that the cost to repair is less than \$10,000.00 and is covered by Licensor's casualty insurance covering the Common Area of the Site, Licensor shall, at its expense, cause the damage to the Licensed Premises to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of Governmental Regulations, and for delays beyond the control of Licensor, including force majeure. However, Licensor shall not be required to repair the damage if the cost exceeds \$10,000.00 or insurance proceeds are inadequate to pay for such repairs.

16.2 Licensor shall give Licensee immediate notice if Licensor is named as a party to any condemnation proceeding or threatened condemnation proceeding affecting the Licensed Premises. If at any time during the Term of this Agreement all or substantially all (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Licensee's Permitted Use in a commercially reasonable manner) of the Licensed Premises or the Site or buildings and improvements located on the Site shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Licensee may terminate this Agreement by providing written notice to Licensor within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking and any prepaid License Fees shall be apportioned as of said date and reimbursed to Licensee.

## **17. Non-Recourse.**

Anything in this Agreement, either expressed or implied, to the contrary notwithstanding, Licensee acknowledges and agrees that each of the covenants, undertakings and agreements herein made on the part of Licensor are made and intended not as personal covenants, undertakings and agreements of any director, officer, member or employee of Licensor, or for the purpose of binding any director, officer, member or employee of Licensor personally or the assets of Licensor and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, any director, officer, member or employee of Licensor, any parent, subsidiary, affiliate or partner of Licensor, any tenant in the Site, or any of their respective heirs, personal representatives, successors and assigns.

**18. Subordination.**

This Agreement is and shall be subject and subordinate to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured by any condominium interest of any owner of any portion of the Site or any encumbrance affecting the Common Area permitted under the Declaration to be entered into by Licensor. This clause shall be self operative and no further instrument of subordination shall be required by any mortgagee, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging such subordination. Licensee acknowledges that Licensor has no information about any person or entity who may hold any interest in any building interest as a lender or otherwise, and Licensor has no ability to request or obtain any form of Subordination, Non-Disturbance and Attornment Agreement (an "SNDA"), under which this Agreement and the rights of Licensee hereunder shall not be affected or modified by foreclosure or the exercise of any other right or remedy by the mortgagee.

**19. Notices.**

All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by nationally recognized overnight courier to the following addresses:

**Licensor:**

City Of San Juan Bautista  
311 2nd Street  
San Juan Bautista, CA 95045  
Attn: Don Reynolds

**Licensee:**

Etheric Networks, Inc.  
1009 S. Claremont St.  
San Mateo, CA 94402  
Attn: Accounting

Notices will be deemed to have been given upon either receipt or rejection. Either party may change the address for notices to it by notice in writing sent to the other party as set forth above, and thereafter to the address contained in such notice. Any notice herein given by Licensor shall be deemed effective for all purposes herein four (4) business days after mailing with the U.S. Mail, postage prepaid, certified, return receipt requested.

**20. Miscellaneous.**

20.1 Neither this Agreement nor any memorandum of license or short form license may be recorded by Licensee.

20.2 If any Term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

20.3 Failure of Licensor to insist on strict performance of any of the conditions or provisions of this Agreement, or to exercise any of Licensor's rights hereunder, shall not waive such rights.

20.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and proper venue for any litigation hereunder shall be in the courts of Alameda County without regard to the principles of conflict of laws thereunder.

20.5 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

20.6 If either party to this Agreement institutes any action or proceeding in court to enforce or interpret any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs, including without limitation reasonable expert witness fees.

20.7 Licensee's emergency contact numbers are [REDACTED].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

LICENSOR:

LICENSEE:

CITY OF SAN JUAN BAUTISTA  
a California City

ETHERIC NETWORKS INCORPORATED,  
a California Corporation

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

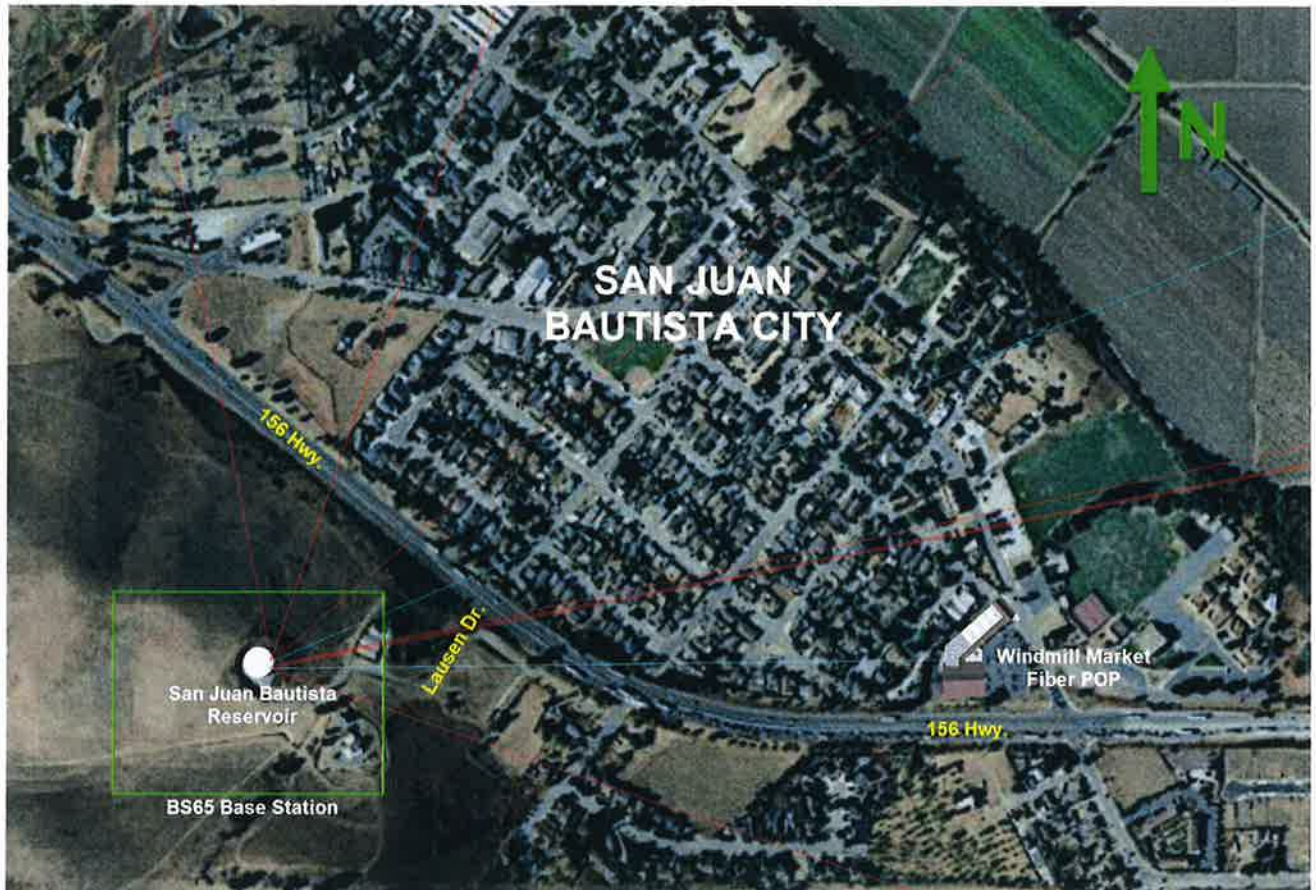
Date: \_\_\_\_\_

**EXHIBIT A**  
The services

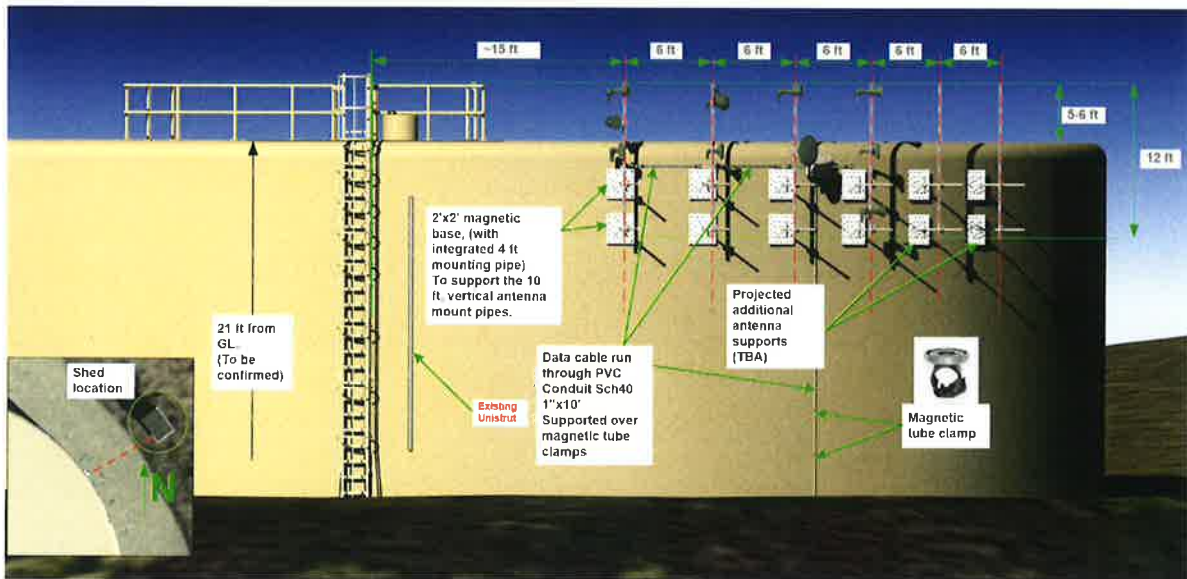
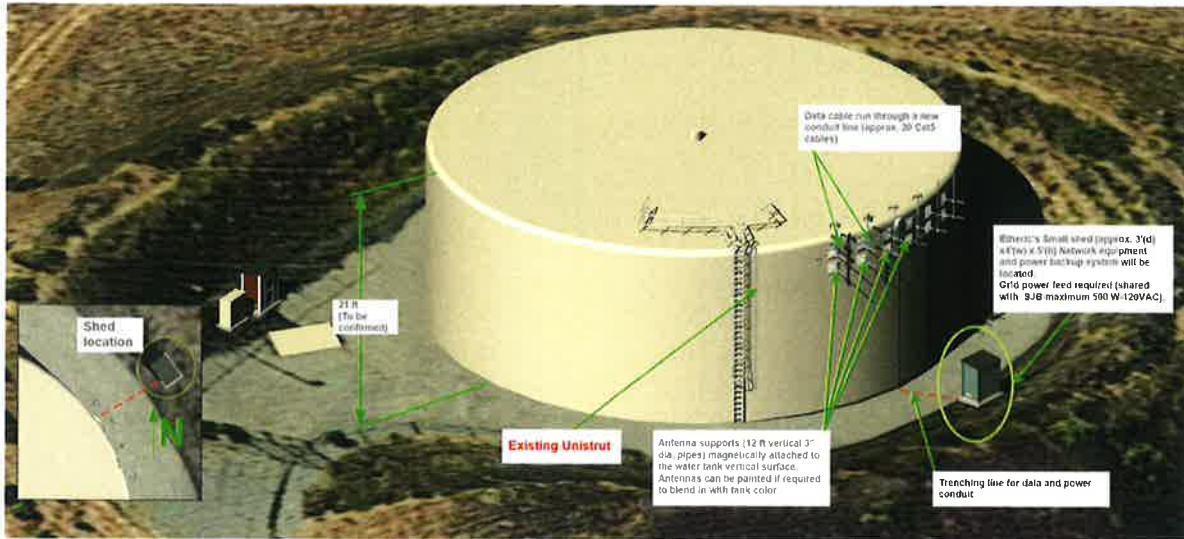


#	Azimuth	Service antennas
1	349	30 Deg. Asymmetrical Horn Access Point
2	19	90 Deg. Asymmetrical Horn Access Point
3	19	30 Deg. Asymmetrical Horn Access Point
4	49	30 Deg. Asymmetrical Horn Access Point
5	67	Secondary backhaul link 2 ft. dish
6	78	90 Deg. Asymmetrical Horn Access Point
7	79	30 Deg. Asymmetrical Horn Access Point
8	79	15 Deg.UH-15 symmetrical Horn Access Point
9	90	Primary backhaul-Licensed Link 1 ft Dish
10	109	30 Deg. Asymmetrical Horn Access Point
11	TBA	3.5 GHz CBRS
12	TBA	3.5 GHz CBRS
13	TBA	3.5 GHz CBRS
14	TBA	3.5 GHz CBRS
15	TBA	TBA
16	TBA	TBA
17	TBA	TBA
18	TBA	TBA

**EXHIBIT B**  
The property



**EXHIBIT C**  
The premises





**EXHIBIT D**  
**Hotspot Access Points**





## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** ADOPT THE OPERATION AND  
CAPITAL IMPROVEMENT PROGRAM  
BUDGETS FOR FISCAL YEAR 2021/22

**MEETING DATE:** May 11, 2021

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

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**RECOMMENDED ACTION:**

It is recommended that the City Council adopt the Resolution attached to this report, and with it the Operation and Capital Improvement Program ("CIP") budgets.

**BACKGROUND INFORMATION:**

This year's budget process has been much more relaxed, organized and structured than last year during the height of the Pandemic. The City stayed on Calendar, kept the community well informed with consistent reliable messaging. The revenues performed better than expected while the City kept tight control over its expenses. The City's three top priorities were identified from a special meeting March 23<sup>rd</sup> when the Strategic Plan was adopted.

Meeting specific to the Budget's development began with a "preview" May 11, the draft budget presentation at its regular meeting May 18, a Townhall meeting focused on the budget June 8, resulting in this final draft. The General Fund remains in this state:

General Fund Revenue	\$ 2,137,076	up 18%
General Fund Expense	\$ 1,709,257	up 2%
Difference	\$ 427,819	
General Fund CIP	\$ 328,619	
Reserves	\$ 99,200	

**DISCUSSION:**

During the week of June 7<sup>th</sup>, the City Manager revisited the CIP and Operational budgets with the staff. The Final Draft Operations Budget is recommended to be increased by \$18,000 to meet a few extra needs in the Water Enterprise Fund and the Waste Water Enterprise Fund. These funds are set aside for larger maintenance projects like cleaning the Water Tank, (started in 2019/20 but never followed-through due to COVID-19), that are not capital improvements. There are no changes to General Fund or other funds. Go here to see the 131-page Budget Book:

“Cleargov” Budget link: <https://city-san-juan-bautista-ca-budget-book.cleargov.com/draft-budget-book-copy/2022/introduction/transmittal-letter>

The Capital Improvement Plan had larger changes, but these too are limited to the two Utility Enterprise Funds. Is recommended that two new CIP’s be added;

CIP #22.03 is for \$50,000 to buy two larger pumps for the Dias Lift Station to accommodate the new filtration system at Well 6, and

CIP #22.04 adding back into the budget \$50,000 for a telemetry system specified in 2019/20 but not purchased.

Three programs have increased budgets so they can be completed next fiscal year:

CIP # 21.07 adding \$14,500 for bigger and better transfer switches where permanent generators are being installed at wells and lift stations;

CIP #20-22 adding \$5,000 for a better pipe locator, and;

CIP #21-25 adding \$4,000 to complete the purchase of steel trench plates needed when pipes and valves are changed out in the public right of way.

In total, the CIP is proposed to increase from the June 8, 2021 report by \$123,000 to accommodate the needs in the two Utility Enterprise Programs. The Total CIP moved from \$3.733 million to \$3.856 million, while the General Fund stayed at \$328,619.

Staff also confirmed with the City’s CPA that sufficient funds are projected n the Fund Balances to accommodate these changes. The entire budget is fully integrated into the City’s accounting software. But having said that, it will be great to move the City’s finance accounting from Quick-Books to a municipal finance software. It will also be great to buy agenda tracking software being researched currently by the City Clerk. More to follow on these two big improvements to the City’s administrative systems.

Below is a revised CIP Funding Summary, and attached to this report is the revised CIP.



CAPITAL IMPROVEMENT BUDGET FY 21/22					New, Decrease, & Additional Funds		FY 21/22 Budget
9-Jun-21	Projects	Project #	FY 20/21 Total	Spent in FY 20/21	Balance		
<b>Street Projects</b>							
	Hwy 156 RTL	20.03	615,015	3,390	611,625		611,625
	PMP- Slurry Seal (7 streets)	21.22	200,000	-	200,000	75,000	275,000
<b>Utility projects</b>							
	Rancho Vista Lift Station	20.05	50,000		50,000	75,000	125,000
	Transfer Switches for Wells 1 + 5	21.07	15,000	9,122	6,000	14,500	20,500
	Design Force Main to Hollister	21.20	1,066,410	62,000	1,004,410		1,004,410
	Dias Lift Station Pump Upgrades	22.03				50,000	50,000
	Telemetry	22.04				50,000	50,000
	Emergency Generators	21.23				170,000	170,000
<b>Parks Projects</b>							
	Verutti Park Restroom	19-42	164,340	3,301	161,039		161,039
	Luck Park Masterplan	20-10	48,565	35,981	12,584		12,584
	Franklin Park	21-01	172,690	8,296	164,394		164,394
	Trail Plan (ATP)	21-02	250,000		250,000		250,000
<b>Community Facilities Projects</b>							
	City Hall & Council Chamber	20-13	100,000		100,000	(45,000)	55,000
	Community Hall Accoustics	21.24				45,000	45,000
	Corporation Yard	20-15	20,000		20,000		20,000
	Library AC Unit	21.03	20,000		20,000		20,000
	Fire Station-City Hall Emerg Gen	21.15	125,000		125,000		125,000
	File Storage	20-04	15,000		15,000		15,000
	Fire Station Ap Bay Improvements	21.23	-		-	50,000	50,000
<b>Equipment</b>							
	Power Inverter 6K watts	20.20	2,000		2,000		2,000
	Pipe Locator	20.22	2,750		2,750	5,000	7,750
	Projector (library)	20.23	1,500		1,500		1,500
	Smart Screen (library)	20.24	2,000		2,000		2,000
	Tow behind Valve Exerciser	21.16	7,500		7,500		7,500
	Pipe Threader	21.18	2,500		2,500		2,500
	Dump Truck Bed	21.19	18,500		18,500		18,500
	Steel Trench Plates	21.25	2,500		2,500	4,000	6,500
<b>Studies</b>							
	Water/Sewer Rate Study (Prop 218)	21.09	23,465	18825	4,640		4,640
	Impact Fee Nexus Study	21.10	35,000	0	35,000		35,000
	SB 2 Grant HCD	21.12	160,000	913	159,087		159,087
	LEAP Grant HCD	21.13	60,000	1820	58,180		58,180
	REAP Grant HCD	21.14	23,450		23,450		23,450
<b>Special Initiatives</b>							
	Urban Growth/Sphere of Infl	21.11	50,000	6,381	43,619	60,000	103,619
	Third Street Master Plan	22.01			-	100,000	100,000
	Public Safety Committee Initiative	22.02			-	100,000	100,000
<b>TOTAL</b>			3,203,185	143,648	3,103,278	753,500	3,856,778

Added Funds		4 Existing Projects	165,000
New funds		5 New/Added Back projects	465,000
June 9 2021			630,000
added	3 2-tools upgrade; 1 transfer switch		23,500
new	2 new added back- Dias Pumps and Tele		100,000
			123,500

**FISCAL IMPACT:**

This budget recommends rebuilding city services to stringer levels than 2019/20, appropriates funding for managed growth in the form a General Plan Amendment, developing a Third Street Master Plan and consideration of new Public Safety initiatives. It will spend almost \$4 million for Capital Improvements and place and estimated \$99,200 in the General fund Reserve.

**ATTACHMENTS:**

CIP

The City's updated Budget Book can be downloaded and/or viewed here:

"Cleargov" Budget link: <https://city-san-juan-bautista-ca-budget-book.cleargov.com/draft-budget-book-copy/2022/introduction/transmittal-letter>



**RESOLUTION 2021-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
ADOPTING THE SAN JUAN BAUTISTA OPERATIONS AND CAPITAL  
IMPROVEMENT BUDGETS FOR FY 2021-2022**

**WHEREAS**, the City of San Juan Bautista is required to adopt a balanced municipal budget under the laws of the State of California; and

**WHEREAS**, pursuant to the Municipal Code Article 2, Chapter 115, Section 2-115(G), it is the duty of the City Manager to present a recommended Operation and Capital Improvement Budgets for FY 2021-2022 to the City Council; and

**WHEREAS**, the City Council received the City Manager's draft Budgets and reviewed them at a regular meeting on May 18, 2021, and at a special Townhall meeting focused on the Budgets held on June 8, 2021, to discuss and change if requested the draft expenditure plan for various departments, utilities, capital improvements and service budgets of the City.

**WHEREAS**, a few changes were presented to the City Council at the Townhall meeting, and a final draft of the FY 21-22 Budgets were prepared for adoption and presented in this final draft format at its regular meeting June 15, 2021.

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

**Section 1.** The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

**Section 2.** The City Council finds that the presentation of the final draft budget is consistent with the changes approved in prior meetings, with General Fund Projected Revenues and Expenses as follows:

A. General Fund Revenue	\$2,137,076
B. General Fund Operational Expenses	\$1,709,257
C. General Fund Capital Improvement Expenses	\$ 328,619
D. The Balance to credited to the General Fund Reserve.	\$ 99,200

**Section 3.**, The City Council hereby adopts its new Operational and Capital Improvement Budgets for Fiscal Year 20/22;

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a meeting held on the 15th day of June, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Leslie Q. Jordan, Mayor

**ATTEST:**

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Shawna Freels, City Clerk

# **PUBLIC NOTICE**

## **City Council Seeks Interested Person to Serve on the Public Safety Sub-Committee**

The City Council for the City of San Juan Bautista has formed a Public Safety Subcommittee to meet and discuss safety concerns in the City, and desires to include a member of the public.

The subcommittee will be asked to review contracts with the San Benito County Sheriff's Office and Hollister Fire Department to identify possible gaps in services, review traffic flows on city streets and areas where speeding is an issue, the best use of city funds for public safety, among other issues and concerns.

Any resident of the City of San Juan Bautista interested in participating can obtain an application to serve on the committee by contacting either Deputy City Clerk Trish Paetz at [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us), or by calling 831-623-4661, extension 13, or from the City website at [www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us). The deadline to submit an application is **June 11 at 5:00 p.m.**

City of San Juan Bautista  
311 Second Street  
P.O. Box 1420  
San Juan Bautista, CA 95045  
(831) 623-4661

Public Safety Seal Committee  
CITY OF SAN JUAN BAUTISTA

APPLICATION FOR AD HOC COMMITTEE MEMBER

FILED  
CITY OF SAN JUAN BAUTISTA

JUN 10 2021

Name: Rachel Ponce

Address: 934th St. P.O. Box 411

San Juan Bautista, CA 95045

Email: rockyonenana@yahoo.com Phone: 831-623-4942

Employer: Retired

Cell Phone: 831-801-4666

Work Phone: ⓪

**NOTE: The information you provide is done with the express understanding that it is public information and may be provided to the public when requested.**

Education: Local Schools / Some junior College

Community Service Experience including service on other boards, commissions, clubs, and organizations

Clubs or Organizations: See attachment

Municipal Experience: \_\_\_\_\_

Why do you wish to be on this committee and what contributions can you make to the committee? (Attach additional sheet if necessary.)

Date: June 10, 2021

Signature: Rachel Ponce

Attach resume if desired.

When completed, please return to the City Clerk's Office at 311 Second Street.

Rachel Ponce

---

93 Fourth Street  
San Juan Bautista, CA 95045  
(408) 623-4942  
rockyonenana@yahoo.com

### **Community Service Experience**

School Board Trustee - Aromas San Juan Unified School District

Committee member - Aromas San Juan Unified School District Strategic Plan

Board of Director - Aromas San Juan Bautista Community Schools Foundation

Interview Panelist - San Juan Bautista City Manager search

Committee Member - San Juan Bautista Strategic Plan

Regular meeting participant - San Juan Bautista City Council

Regular meeting participant - San Juan Bautista Planning Commission and Historic Resource Board

### ***Why do you wish to be on this committee and what contributions can you make to the committee?***

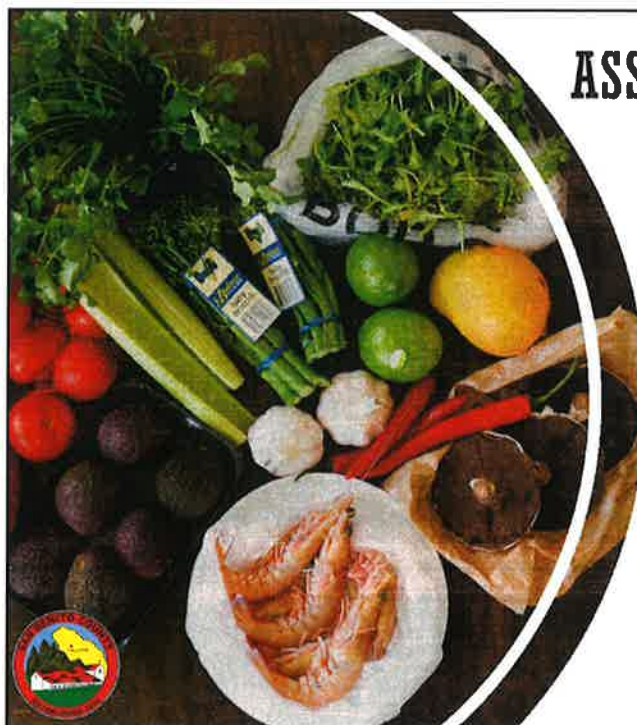
I want to serve on the Public Safety Subcommittee to collectively work and solve concerns that our community residents have raised such as: law enforcement presence and enforcement, responsiveness to safety concerns, and the development of consistent recreation opportunities for youth and seniors.

I look forward to the opportunity of serving on this committee with a commitment to explore options and to remain focused on solutions. By doing so, we can enhance and sustain the quality of life for the entire community.



# MICROENTERPRISE HOME KITCHEN OPERATION (MEHKO) AB 626 & AB 377

County of San Benito



## ASSEMBLY BILL (AB) 626/377



AB 626 authored by Assemblyman Eduardo Garcia



AB 626 became effective January 1, 2019



AB 377 is a cleanup bill for AB 626 which was signed by the Governor on October 7, 2019 and became effective immediately



AB 626 allows for the operation of Microenterprise Home Kitchen Operations (MEHKOs) if the County authorizes the permitting of them by ordinance or resolution



An authorization ("opt-in") by the County, automatically opts-in all cities within the county.

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## A MEHKO IS...

A small-scale restaurant (restricted food service facility) operated by a resident in a private home where:

- There is no more than one employee in addition to family and household members
- Food is prepared, cooked and served on the same day
- Food can be consumed on site, picked up or delivered\*

*\*Must be delivered by a family member or member of the household (or sole employee). No third-party delivery services.*



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## WHAT IT IS NOT

- Not a catering operation.
- Not a cottage food operation.
- Not a full-scale restaurant.



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## START UP REQUIREMENTS

-  Submit a permit application to local environmental health agency
-  Obtain initial inspection of facility
-  Successfully pass an approved and accredited food safety certification examination

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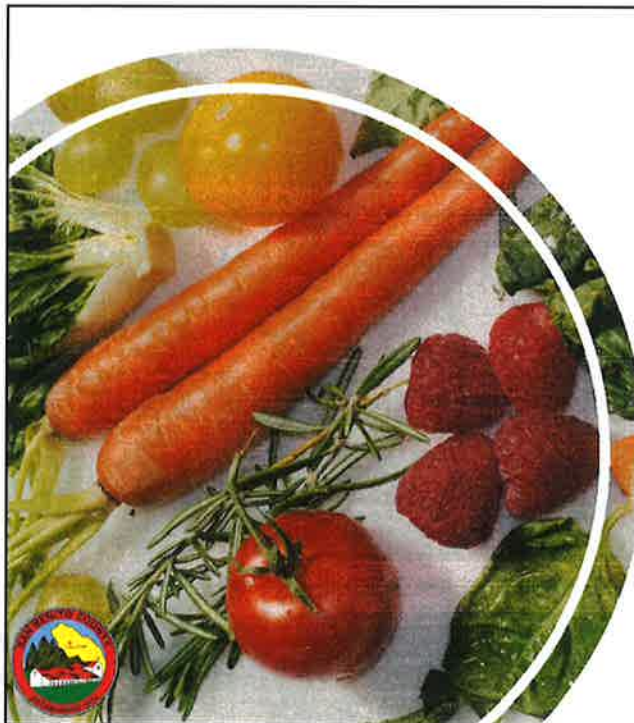
## MEHKO OPERATIONS

-  Limited to no more than 30 individual meals per day and 60 meals per week
-  Direct sales ONLY; No catering or wholesale
-  No more than \$50,000 in gross annual sales
-  Homes must meet State potable water standards
-  Internet Food Service Intermediaries

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## MEALS OR EQUIVALENT MEAL COMPONENTS



## EXEMPTIONS

- Inspections are limited to once per year and by appointment rather than unannounced risk-based inspections.
- Exempt from handwashing requirements in the kitchen area as required in Section 113953 of CA Retail Food Code
- Exempt from certain equipment and sanitation requirements.
- Exempt from planning provisions.
  - Jurisdiction may not prohibit the operation, require a rezone of the property, or impose any other restriction on a MEHKO in any residential dwelling for zoning purposes.
- Exempt from exhaust hood ventilation requirements
- Exempt from plan review process

## OTHER CONSIDERATIONS

- If County "opt-in", cities within San Benito County do not have the option to opt-out.
- Workload increase on Governing departments
- Direct Competition with Restaurants / Food Trucks
- No Business License Requirements written into law
- Potential Community Impact
- Complaints and Nuisances:
  - Local Code Enforcement will investigate and enforce regulations if violations of a nuisance ordinance occur (i.e. odors, traffic, parking, excessive noise, etc.)
  - A MEHKO may not post signage or other outdoor displays advertising the MEHKO



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## ACROSS THE STATE

### Opted In & Issuing permits

- Riverside County
- Imperial County
- Lake County
- Solano County
- City of Berkeley

### Opted In – Not yet issuing permits

- Alameda County
- San Mateo County
- Santa Barbara County
- Solano County

### Remaining Counties/Cities

- No action – pending – Opposition



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## OPTIONS — BOARD OF SUPERVISORS

### Opt-In

County would authorize MEHKOs Countywide. Cities would not be able to opt out

### Opt-out

County could affirmatively decline to authorize the permitting of MEHKOs countywide. Cities would not have option to opt in

### No Action

MEHKOs would not be authorized countywide



THANK YOU,  
QUESTIONS?



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