



City of San Juan Bautista

The “City of History”

www.san-juan-bautista.ca.us

CITY COUNCIL REGULAR MEETING TUESDAY, SEPTEMBER 19, 2023, 6:00 P.M.

HYBRID MEETING

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

AGENDA

TELECONFERENCE NOTICE

Pursuant to California Government Code Section §54953(b)(3), this City Council regular meeting will include teleconference participation by Mayor Leslie Jordan from 1508 Woodledge Circle, State College, Pennsylvania 16801. The teleconference location shall be accessible to the public for the open session portion of the meeting pursuant to California Government Code Section §54954.3

ZOOM WEBINAR PARTICIPATION

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

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

JOIN ZOOM WEBINAR TO PARTICIPATE LIVE

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

To participate telephonically:
call 1 (669) 900-6833

Webinar ID: 883 7332 0235

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PROCLAMATION

- A. Childhood Cancer Awareness Month, September 2023 – *Honoring Jacob’s Heart Children’s Cancer Support Services*
- B. Feeding America - Hunger Action Month, September 2023 (*Community Food bank of San Benito*)

3. PRESENTATION

- A. San Benito Arts Council Update

4. PUBLIC COMMENT

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

5. ADMINISTRATIVE REPORT

- A. Treasurer's Report and Monthly Financial Statements
Receive Report from City Treasurer Michelle Sabathia.

6. CONSENT

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

- A. Approve the Affidavit of Posting Agenda.
B. Waive the Reading of Ordinances and Resolutions on the Agenda Beyond the Title.
C. Approve a **RESOLUTION** Authorizing a Street Closure for a Special Event on Second Street between Washington and Mariposa Street.
D. Approve a Retention of Firm and Assignment of Attorneys Agreement between the City and Kennedy, Archer & Giffen (KAG), a Professional Corporation.
E. Approve the Minutes of the Regular Meeting of August 15, 2023.

7. PUBLIC HEARING**A. Draft 2023-2031 Housing Element of the General Plan**

Recommendation: Approve a **RESOLUTION** Accepting the Draft 2023-2031 General Plan Housing Element and Fair Housing Analysis; and Authorize Staff to forward the Housing Element and the Fair Housing Analysis to the State of California Department of Housing and Community Development (HCD) for Review and Approval.

8. INFORMATIONAL ITEMS AND REPORTS

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

9. ACTION ITEMS

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

A. Regional Early Action Planning 2.0 (REAP 2.0) Local Suballocation Grant Program (LSGP)

Recommendation: Approve a **RESOLUTION** authorizing the City Manager to execute an MOU with AMBAG authorizing the use of REAP 2.0 Grant funds for the Third Street Master Plan project.

B. Reimbursement Agreement Between the City and County of San Benito Regarding the Sanitary Sewer Force Main to Hollister Project

Recommendation: Approve a **RESOLUTION** and Reimbursement Agreement between the City of San Juan Bautista and the County of San Benito whereby as part its Project, the City will construct street improvements beyond that work which is related to it, on County roads, and the County will reimburse the City for an amount not exceed \$4 million.

C. Approve Public Safety Coordinator and Community Services Officer Job Description

Recommendation: Approve a **RESOLUTION** adopting the Public Safety Coordinator and Community Services Officer Job Descriptions and initiate recruitment to fill these openings.

D. Agreement with Flock Group, Inc. to Install and Operate a Citywide Security Camera System

Recommendation: Approve a **RESOLUTION** Authorizing the City Manager to Execute an Agreement with Flock Group, Inc. for the Lease of a Citywide Security Camera System.

E. Ordinance Revising Title 13 “Violations” by Repealing and Replacing Article 4 “Noticed Nuisance Abatement Procedure” and Article 5 “Emergency Nuisance Abatement Procedure” of Chapter 1 “Enforcement” by Adoption of an Ordinance Entitled “Alternative Public Nuisance Abatement Procedures.” (Second Reading)

Recommendation: Adopt an ORDINANCE determining this project is categorically exempt from the California environmental quality act and revising title 13 “violations” of the San Juan Bautista municipal code by repealing and replacing article 4 “noticed abatement procedure” and article 5 “emergency nuisance abatement procedure” of chapter 13.1 “enforcement” by adoption of an ordinance entitled “alternative public nuisance abatement procedures and remedies.”

10. ADJOURNMENT

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted not later than 72-hours before regular meetings or 24-hours of special meetings, unless otherwise allowed under the Brown Act. City Council reports may be viewed at the City of San Juan Bautista City Hall at 311 Second Street San Juan Bautista, and are posted on the City website www.san-juan-bautista.ca.us subject to Staff's ability to post the documents before the meeting, or by emailing Deputy City Clerk Elizabeth Soto at deputycityclerk@san-juan-bautista.ca.us or calling (831) 623-4661 during normal business hours.

In compliance with the Americans with Disabilities Act, and Govt. Code 54953(a), the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the Deputy City Clerk, a minimum of 48 hours prior to the meeting at (831) 623-4661.

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

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

PUBLIC COMMENT PROCEDURES

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

SUBMISSION OF PUBLIC COMMENTS

Written comments may be submitted via mail to the Deputy City Clerk at City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to deputycityclerk@san-juan-bautista.ca.us no later than 3:00 p.m. on the day of the meeting. Written comments will be read into the record provided that the reading does not exceed three (3) minutes.

PUBLIC NOTIFICATION

This agenda was posted on Friday, September 15, 2023, on the bulletin board at City Hall, 311 Second Street, the bulletin board at the City Library, 801 Second Street, the bulletin board at the entrance to the United States Post Office, 301 The Alameda, and the City's website. Meetings are streamed live at <https://www.facebook.com/cityofsanjuanbautista/>.

*San Juan Bautista
California*



*~ Jacob's Heart Children's Cancer Support Services ~
Childhood Cancer Awareness Month, September 2023*

***WHEREAS**, the character of our community is revealed in how we treat our most vulnerable; and*

***WHEREAS**, each year, 23.1 in every 100,000 children in our community will be diagnosed with cancer; and*

***WHEREAS**, cancer remains the leading cause of death by disease among children— more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and*

***WHEREAS**, Jacob's Heart has been keeping medically fragile children and families housed, fed and emotionally supported by steadfastly adhering to the following commitments: 1) Parents of children with cancer and other serious illnesses will be relieved of financial fears and able to focus attention on their children; 2) No child undergoing intensive treatment in our community will be homeless; 3) Families of seriously ill children will not experience food insecurity during and after the pandemic; and 4) No child seriously ill child in our community will ever miss a medical appointment because of a lack of transportation; and*

***WHEREAS**, Jacob's Heart holds the memories and honors legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their memories will never be forgotten; and*

***WHEREAS**, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 25 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in the City of San Juan Bautista; and*

***WHEREAS**, it is important for all San Juan Bautista City residents to recognize the impact of pediatric cancer on families within our community and honor the children in our community whose lives have been cut short by cancer.*

***NOW, THEREFORE**, I, Mayor Leslie Q. Jordan, on behalf of the San Juan Bautista City Council, hereby declare **SEPTEMBER 2023**, as **CHILDHOOD CANCER AWARENESS MONTH** in the City of San Juan Bautista, and do hereby honor **JACOB'S HEART CHILDREN'S CANCER SUPPORT SERVICES** for outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month.*

Dated this 19 day of September 2023

Mayor Leslie Q. Jordan

*San Juan Bautista
California*



~ Hunger Action Month, September 2023 ~

***WHEREAS**, hunger and poverty are issues of vital concern in California where 20% of people face hunger and one in every five children do not know where their next meal will come from; and*

***WHEREAS**, everyone needs nutritious food to thrive, and in every community in America, people are working hard to provide for themselves and their families—yet in 2021, 34 million people—1 in 10—including 9 million children—1 in 8—faced food insecurity in the U.S. That includes 22,315 visits each month to Community FoodBank and an additional 4,447 individuals served through partner agencies and programs - resulting in 1 in 4 people facing food insecurity in San Benito County; and*

***WHEREAS**, San Juan Bautista is committed to working with Community FoodBank, a member of the California Association of Food Banks and Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and*

***WHEREAS**, more than 25,000 individuals in San Benito County rely on food provided by Community FoodBank, its partner agencies and programs, and other local food distribution organizations annually; and*

***WHEREAS**, the members of Community FoodBank and other local food distribution organizations distributed more than 3 million pounds of food in 2022 through its network of food pantries, hot meal programs, shelters, and other community organizations; and*

***WHEREAS**, September has been designated as “**Hunger Action Month**” in order to bring attention to food insecurity in our communities and to enlist the public in the movement to combat hunger by taking action – including volunteer shifts, social media shares, and donations – to ensure every community, and everybody in it, has the food they need to thrive; and*

***WHEREAS**, food banks across the country, including the members of Community FoodBank, Second Harvest Food Bank of Santa Cruz, and Food Bank for Monterey County will host numerous events throughout the month of September to bring awareness and help end hunger in their local community.*

***NOW, THEREFORE**, I, Mayor Leslie Q. Jordan, on behalf of the San Juan Bautista City Council, hereby declare **SEPTEMBER 2023**, as **HUNGER ACTION MONTH** in the City of San Juan Bautista, and encourage all the residents to become involved in helping raise awareness of the need to devote more resources to hunger issues.*

Dated this 19 day of September 2023

Mayor Leslie Q. Jordan



Public Art Update San Juan Bautista, CA

Presentation by

Jennifer Laine, Executive Director

San Benito County Arts Council



CLEAN CALIFORNIA

A transformative initiative to remove litter,
create jobs and beautify California

STATE HIGHWAY BEAUTIFICATION

DISTRICT 5

California Department of Transportation





Clean CA Guidelines

CLEAN CA Projects MUST:

- ❖ Be a transformative project
- ❖ Benefit underserved communities
- ❖ Engage community stakeholders
- ❖ Be consistent with local planning
- ❖ Target recurring maintenance/trash issues
- ❖ Be environmentally compliant
- ❖ Complete Construction, not including any Plant Establishment by June 30, 2023
- ❖ Be maintained by the local agency



“Implement sustainable beautification projects that improve safety and transform dividing highways into spaces that unify communities.”

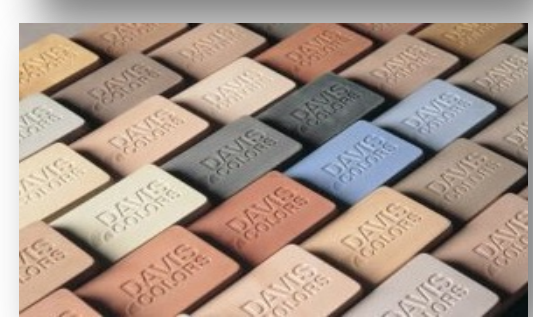
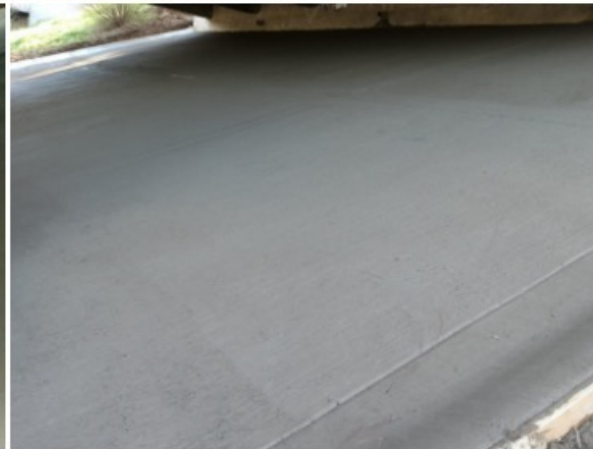


WASHINGTON STREET UNDERCROSSING









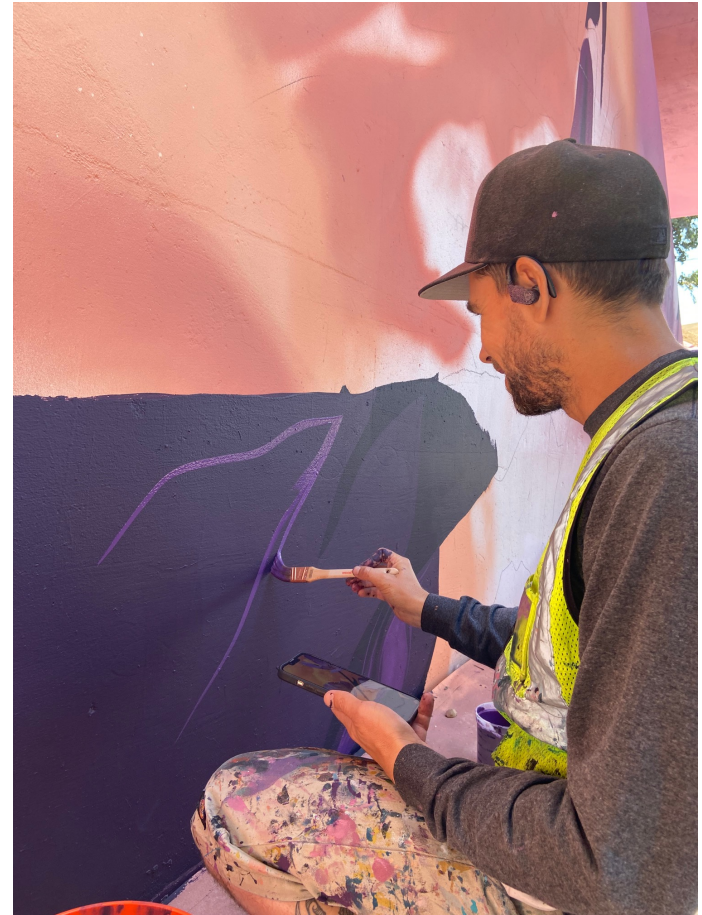
SLOPE PAVING



IMPROVE FENCE



IMPROVE LANDSCAPE



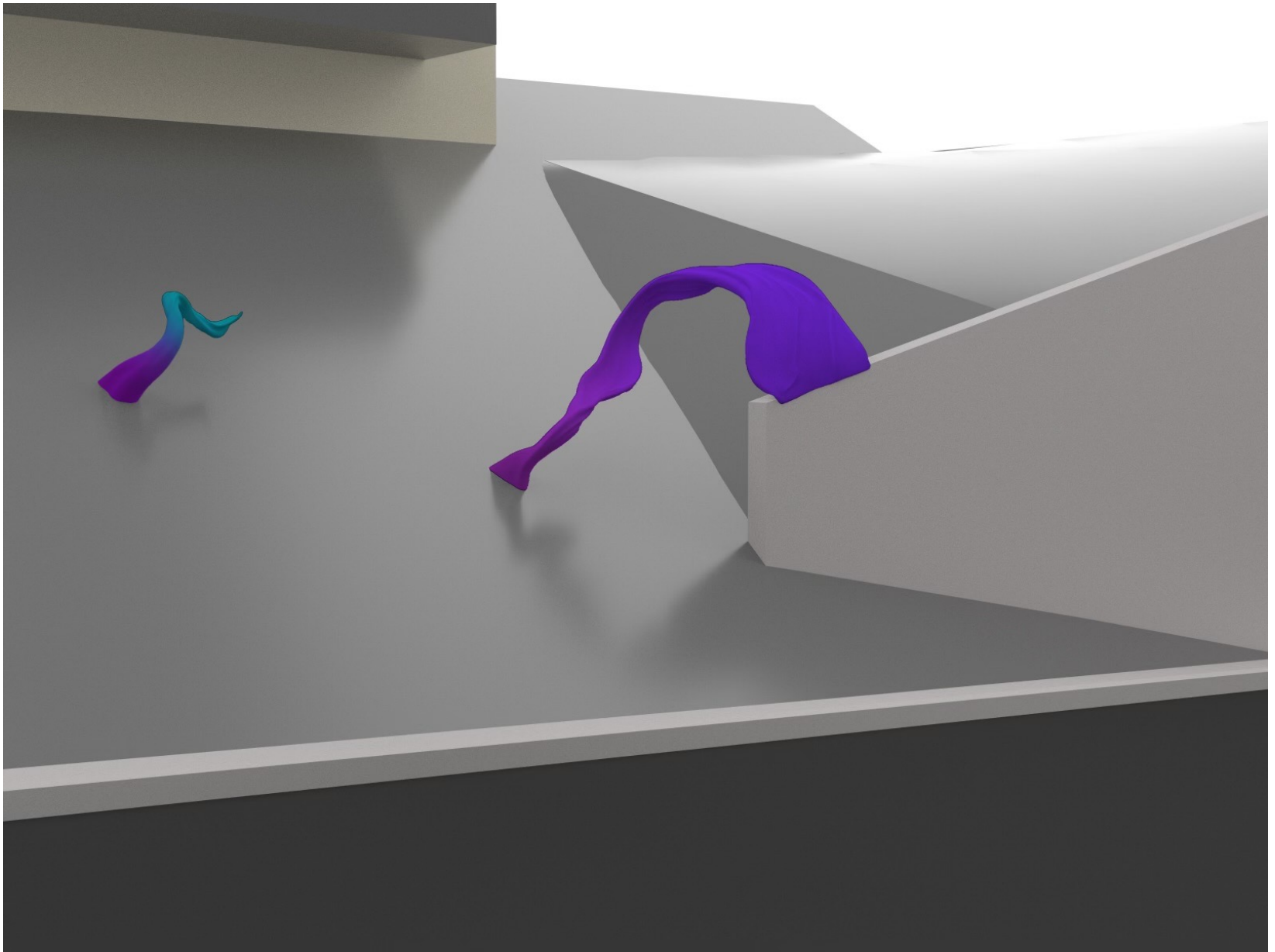
TRANSPORTATION ART: *Fabric of Life*
by Yanoë x Zoueh

Mural Installation Process









November 2023 Installation

San Juan Bautista Library Mural



San Juan
Bautista
Library Mural



What's next....

Washington St. Underpass Mural

September 2023

- ✓ Site Visit by California Transportation Commission

November 2023

- ✓ Finish painting
- ✓ Install sculptural piece
- ✓ Ribbon Cutting/ Community Celebration

SJB Library Mural

September 2023

- ✓ City Council to approve location and size

October-November 2023

- ✓ Install mural panels
- ✓ Ribbon Cutting/ Community Celebration

Questions?

**Jennifer Laine, Executive Director
San Benito County Arts Council**

www.sanbenitoarts.org

@sanbenitoarts

Email: info@sanbenitoarts.org

Tel. 831.636.2787

City of San Juan Bautista
Revenues ~ Budget Vs. Actual
For the One Month Period Ended July 31, 2023

REVENUES	FY23	FY24	Annual		YTD	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Difference</u>	<u>8%</u>	<u>Notes</u>
General Fund	181,487	199,132	2,142,500	(1,943,368)	9%	
Special Revenue Funds:						
Capital Projects Fund	119,920	7,511	2,836,845	(2,829,334)	0%	A
Community Development	8,504	7,175	404,514	(397,339)	2%	B
COPS	14,769	8,333	100,000	(91,667)	8%	
Parking & Restroom Fd	4,120	3,264	28,000	(24,736)	12%	
Gas Tax Fund	6,750	6,775	101,000	(94,225)	7%	
Valle Vista LLD	2,211	1,990	23,889	(21,899)	8%	
Rancho Vista CFD	5,543	5,626	67,512	(61,886)	8%	
Copperleaf CFD	1,888	1,387	16,645	(15,258)	8%	
Internal Service Funds:						
Blg Rehab. & Replace	3,167	3,167	38,000	(34,833)	8%	
Vehicle Replacement	5,000	5,000	60,000	(55,000)	8%	
Enterprise Funds:						
Water						
Operations	105,886	126,038	1,345,000	(1,218,962)	9%	
Sewer						
Operations	132,549	147,299	1,390,000	(1,242,701)	11%	
TOTAL Funds	420,927	323,565	8,553,905	8,230,340	4%	

A ~ The timing of the projects and the related revenue does not always align with the year-to-date percentages.
B ~ These funds are developer derived and are recognized when invoiced.

City of San Juan Bautista
Expenditures ~ Budget Vs. Actual
For the One Month Period Ended July 31, 2023

EXPENDITURES	FY23	FY24	Annual		YTD	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>8%</u>	<u>Note</u>
General Fund	232,034	152,443	2,117,980	(1,965,537)	7%	
Special Revenue Funds:						
Capital Projects Fund	119,920	7,511	2,836,845	(2,829,334)	0%	A
Community Development	46,082	67,290	674,036	(606,746)	10%	
COPS	8,333	8,333	100,000	(91,667)	8%	
Parking & Restroom Fd	-	-	-	-		
Gas Tax Fund	2,625	1,377	21,500	(20,123)	6%	
Valle Vista LLD	3,713	1,913	22,692	(20,779)	8%	
Rancho Vista CFD	8,526	2,737	37,166	(34,429)	7%	
Copperleaf CFD	2,242	1,417	16,645	(15,228)	9%	
Development Impact Fee Funds						
Public/Civic Facility	225	225	2,700	(2,475)	8%	
Library	370	370	4,440	(4,070)	8%	
Storm Drain	286	286	3,432	(3,146)	8%	
Park In-Lieu	25	25	300	(275)	8%	
Public Safety	71	71	852	(781)	8%	
Traffic	36	36	432	(396)	8%	
Enterprise Funds:						
Water:						
Operations	79,576	52,040	828,749	776,709	6%	
Capital	4,249	-	-	-		
Sewer						
Operations	100,891	62,946	1,227,618	1,164,672	5%	
Capital	19,689	488,029	18,497,240	18,009,211	3%	A
TOTAL Funds	396,859	694,606	26,392,627	25,698,021	3%	

Footnotes:

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

Treasurer's Report
For the One Month Period Ended July 31, 2023
(8% of fiscal year)

General Fund ~

General revenues are at 9% for the year to date. Correspondingly, general fund expenditures are at 7% for the year to date. The net effect is a positive change in general fund balance of \$47k.

Water Enterprise Fund ~

The water enterprise fund revenues are at 9% for the year to date, and expenses are at 6%. The net effect is a positive change in the water enterprise fund of \$74k.

Sewer Enterprise Fund ~

The sewer enterprise fund revenues are running at 11% for the year to date, and expenses are at 5%. The net effect is a positive change in the sewer enterprise fund of \$84k.

City of San Juan Batista
Check/Voucher Register - Check Register Current Month
From 7/1/2023 Through 7/31/2023

1110 - Operating
Acct. 1948

Effective Date	Check Number	Vendor Name	Check Amount
7/10/2023	216836	ACWA Health Benefits Authority	12,887.65
7/10/2023	216837	All Clear Water Services	4,100.00
7/10/2023	216838	AMBAG	911.03
7/10/2023	216839	American Supply Company.	76.82
7/10/2023	216840	Ana Lilia Jimenez	700.00
7/10/2023	216841	att.com	86.69
7/10/2023	216842	AVAYA	250.66
7/10/2023	216843	Baker Supplies and Repairs	113.06
7/10/2023	216844	Brigantino Irrigation, Inc.	278.92
7/10/2023	216845	California Consulting, Inc.	2,913.75
7/10/2023	216846	Charter Communications	891.51
7/10/2023	216847	CIRA - California Intergovernmental Risk	90,227.28
7/10/2023	216848	City Clerks Association of CA	250.00
7/10/2023	216849	City of Hollister	61,511.62
7/10/2023	216850	Citygate Associates, LLC	7,735.73
7/10/2023	216851	Clark Pest Control	111.00
7/10/2023	216852	Claudia Castaneda	700.00
7/10/2023	216853	Credo Studio.	1,300.00
7/10/2023	216854	Darlene Boyd	499.38
7/10/2023	216855	Data Ticket Inc.	600.00
7/10/2023	216856	David J. Powers & Associates, Inc.	8,298.00
7/10/2023	216857	Downey Brand	26,551.50
7/10/2023	216858	Ecology Action of Santa Cruz	500.00
7/10/2023	216859	Ferguson Enterprises LLC	25.07
7/10/2023	216860	Guadalupe Silva	700.00
7/10/2023	216861	Hamner Jewell Associates	489.50
7/10/2023	216862	Hollister Auto Parts, Inc.	358.80
7/10/2023	216863	Hollister Landscape Supply	158.60
7/10/2023	216864	KBA Docusys	2,570.70
7/10/2023	216865	Kysmet Security & Patrol Inc	13,246.00
7/10/2023	216866	Liebert Cassidy Whitmore	1,603.50
7/10/2023	216867	Margaret Clovis	600.00
7/10/2023	216868	McKim Corporation	64,286.39
7/10/2023	216869	MNS Engineers, Inc.	86,432.00
7/10/2023	216870	Monterey Bay Analytical Services	4,315.00
7/10/2023	216871	MuniBilling	449.31
7/10/2023	216872	P G & E	669.27
7/10/2023	216873	Petty Cash	41.77
7/10/2023	216874	Postmaster	1,000.00
7/10/2023	216875	Regional Government Services	2,210.65
7/10/2023	216876	Rich Brown.	90.20
7/10/2023	216877	Rossi Bros Tire & Auto	510.00
7/10/2023	216878	Rx-Tek	692.03
7/10/2023	216879	Staples	812.63

City of San Juan Batista
Check/Voucher Register - Check Register Current Month
From 7/1/2023 Through 7/31/2023

7/10/2023	216880	Teresa Lavagnino	631.37
7/10/2023	216881	Toro Petroleum Corp.	366.71
7/10/2023	216882	Tri-County Fire Protection, Inc.	125.55
7/10/2023	216883	True Value Hardware	109.76
7/10/2023	216884	Univar Solutions	777.74
7/10/2023	216885	US Bank Equipment Finance	272.51
7/10/2023	216886	Valero Wex Bank	1,438.58
7/10/2023	216887	Wallace Group	231.25
7/10/2023	216888	San Benito County Water District	7,343.00
7/10/2023	216889	Wellington & Rathie	12,760.00
7/10/2023	216890	Wendy L. Cumming, CPA	5,156.25
7/17/2023	EFT	CalPers 457	1,488.88
7/21/2023	216891	4Leaf, Inc.	16,615.50
7/21/2023	216892	A Tool Shed, Inc.	1,806.00
7/21/2023	216893	ACWA Health Benefits Authority	12,887.65
7/21/2023	216894	Alliant Insurance Services	1,270.00
7/21/2023	216895	at&t	101.41
7/21/2023	216896	C & N Tractors	234.00
7/21/2023	216897	Canon Financial Services, Inc	342.95
7/21/2023	216898	Consumer Reports	30.00
7/21/2023	216899	David J. Powers & Associates, Inc.	9,230.16
7/21/2023	216900	Department of Conservation	1,309.44
7/21/2023	216901	Department of Transportation	762.60
7/21/2023	216902	Home Depot Credit Services	989.33
7/21/2023	216903	J.A.V Language Solutions LLC	350.96
7/21/2023	216904	Landscape Design By Rosemary Bridwell CC	200.00
7/21/2023	216905	MNS Engineers, Inc.	13,038.00
7/21/2023	216906	Monterey Bay Analytical Services	1,819.00
7/21/2023	216907	P G & E	13,076.08
7/21/2023	216908	Pacific Highway Rentals, LLC	5,855.25
7/21/2023	216909	Pacific Library Partnership	750.00
7/21/2023	216910	Ready Refresh	302.41
7/21/2023	216911	Regional Government Services	2,007.40
7/21/2023	216912	Ridgeline Municipal Strategies, LLC	11,149.49
7/21/2023	216913	San Benito County Sheriff	34,518.00
7/21/2023	216914	San Benito Tire Pros	428.27
7/21/2023	216915	Sprint	452.72
7/21/2023	216916	The Pin Center	214.00
7/21/2023	216917	Trident Demolition Inc.	30,650.00
7/21/2023	216918	Underground Service Alert of No. CA & NV	300.00
7/21/2023	216919	US Bank	9,636.69
7/21/2023	216920	US Bank Equipment Finance	272.51
7/21/2023	216921	Valero Wex Bank	1,051.89
7/21/2023	216922	Wendy L. Cumming, CPA	4,248.75
7/21/2023	216923	Monterey Bay Analytical Services	226.00
7/24/2023	216924	AFLAC	934.44
7/24/2023	216925	Armando Venegas.	20.00
7/24/2023	216926	CALNET	352.98
7/24/2023	216927	Carmen Lujan	9.17
7/24/2023	216928	Cypress Water Services	11,175.00

City of San Juan Batista
Check/Voucher Register - Check Register Current Month
From 7/1/2023 Through 7/31/2023

7/24/2023	216929	Dale Coke.	500.00
7/24/2023	216930	International Institute of Municipal Cler	185.00
7/24/2023	216931	J.C.J. Electric Corp.	1,750.00
7/24/2023	216932	JNM Automation	358.25
7/24/2023	216933	KBA Docusys	996.72
7/24/2023	216934	Liebert Cassidy Whitmore	1,872.00
7/24/2023	216935	Mc Kinnon Lumber Co., Inc.	219.97
7/24/2023	216936	Michelle Sabathia.	100.00
7/24/2023	216937	Monterey Bay Analytical Services	1,603.00
7/24/2023	216938	Smith & Enright Landscaping	3,915.00
7/24/2023	216939	Stantec Consulting Services Inc.	10,286.50
7/24/2023	216940	Staples	677.05
7/24/2023	216941	State Water Resources Control Board	34,800.00
7/24/2023	216942	Vina Statua	<u>120.00</u>
Report Total			<u>679,459.16</u>

AFFIDAVIT OF POSTING

I, Elizabeth Soto, Do Now Declare, Under the Penalties of Perjury That I Am the Deputy City Clerk / Administrative Services Manager in the City of San Juan Bautista and That I Posted Three (3) True Copies of the attached City Council Agenda. I Further Declare That I Posted Said Agenda on the 15th day of September 2023, and in the Following Locations in said City of San Juan Bautista, County of San Benito, California.

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

Signed at San Juan Bautista, County of San Benito, California, on the 15th day of September 2023.



Elizabeth Soto
Deputy City Clerk / Administrative Services Manager

WAIVER OF READING OF ORDINANCES

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

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

GC § 36934

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
AUTHORIZING CLOSURE OF STREETS FOR CERTAIN SPECIAL EVENTS IN 2023**

WHEREAS, The City has received the following applications for Special Events in 2023 and authorization for Street Closure are a prerequisite for issuance of such permits for the following events:

9th Annual Vertigo Film Showing
September 30, 2023 from 6:00 PM – 10:30PM
Second Street Between Washington and Mariposa Streets

BE IT RESOLVED that the City Council does hereby authorize the referenced entities to close streets on the dates and times referenced herein subject to the following requirements:

1. All conditions and requirements of agencies, including the Fire Marshall, San Benito County Sheriff, Building Official, Public Works Director, San Benito County Health Dept., San Benito County Integrated Waste Management, Community Development Director shall be met prior to, during, and after the event in the manner deemed necessary by the City Manager.
2. Prior to each event, Sponsors shall submit an agreement to reimburse the City in accordance with an invoice duly issued by the City to cover City expenses as deemed necessary by the City Manager to support administrative, material and City staff time associated with the Street Closure.

PASSED AND APPROVED this 19th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

KENNEDY, ARCHER & GIFFEN

A Professional Corporation

Attorneys at Law

24591 Silver Cloud Court
Suite 200
Monterey, California 93940

Tel (831) 373-7500
Fax (831) 373-7555

August 24, 2023

Via Email

Leslie Q. Jordan, Mayor
City of San Juan Bautista
311 Second Street
San Juan Bautista, CA 93921

Re: Legal Services--City of San Juan Bautista

Honorable Leslie Jordan:

Thank you for the opportunity to provide legal services to the City of San Juan Bautista ("the City"). This letter expresses our understanding of the services the City desires Kennedy, Archer & Giffen ("KAG") to render on its behalf as City Attorney pursuant to Government Code section 36505 and City Council Resolution no. 2023-58, adopted as resolved on August 15, 2023. It also explains our fee structure and payment of any costs we advance on the City's behalf, as required by the California Business & Professions Code. If, during the term of this agreement, the City wishes KAG to represent it in any other matter, those services will also be provided in accordance with the terms of this letter agreement.

A. Retention of Firm and Assignment of Attorneys.

This agreement involves KAG providing legal services to the City. The services will be performed principally by Jon R. Giffen, who shall serve as the City Attorney. Ryan C. Donlon shall serve as the Deputy City Attorney. Inasmuch as the City is retaining our firm, however, we may assign other attorneys, clerks, and paralegals to a legal task if, in our judgment, our representation of the City will best be served by such assignments.

KAG's representation will be of the City, the public entity itself. KAG's representation does not extend to any City Council members or public employees in their respective individual capacities, even if we work closely with the City's personnel during the course of the representation. Any representation of a City Council member or public employee personally would require a separate engagement letter, and KAG cannot guarantee that it would be willing or able to engage in such representation on an individual basis.

B. Term of Agreement.

This agreement commenced on August 16, 2023 and will continue for three years, or until August 15, 2026, unless it is terminated earlier by the City or KAG pursuant to the terms

postage and express mail charges, fees charged by governmental agencies or other third parties, and travel costs. Travel costs will not include mileage within the Counties of Monterey or San Benito but will include mileage in other areas at the IRS rate then prevailing. Costs will not include word processing charges, charges for computerized legal research, or staff overtime.

KAG will present the City with statements for services rendered on a monthly basis. Statements will provide an itemized breakdown of fees and costs. Any statement rendered is due and payable within 30 calendar days.

KAG shall attend the regularly scheduled monthly City Council meetings. KAG shall also be available for scheduled "office hours" at least once per month at a time prior to the regular City Council meeting. KAG may also, as appropriate, appear at such other meetings and events reasonably necessary for its representation of the City. KAG may appear, as appropriate, by remote means. KAG shall also be reasonably available to the City at such other times during regular business hours and scheduled, noticed public meetings, and for emergencies during non-business hours for which KAG may charge 1.5 times its normal billing rate.

D. Responsibilities of Kennedy, Archer & Giffen.

KAG shall perform the legal services called for under this agreement, keep the City and its pertinent representatives informed of all significant progress and developments pertaining to the legal services provided by KAG, and respond promptly to inquiries and communications. KAG now possesses, and during the term of this agreement shall maintain, a policy of professional errors and omissions insurance.

The City Attorney will be available for office hours to take place in the City of San Juan Bautista from time to time, as further agreed between KAG and the City. The City Attorney will be available in-person or remotely for City Council meetings and such other public meetings as may be necessary for the representation. If the City Attorney is unavailable, the Deputy City Attorney or other KAG attorneys may be assigned.

E. Responsibilities of the City.

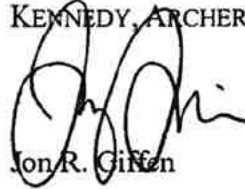
The City agrees to cooperate in the representation and keep KAG reasonably informed of developments involving the subject matter of the legal services provided. The City agrees to timely make any payments required by this agreement.

F. Dispute Resolution.

KAG believes that most disagreements can be resolved to mutual satisfaction in a non-adversarial environment. While we do not expect there to be any problems with our relationship, misunderstandings can occur. Therefore, the City and KAG agree that any dispute arising under this agreement, including the interpretation of this agreement, the nature, scope, and quality of services KAG has provided, and any dispute about payment of fees and

Very truly yours,

KENNEDY, ARCHER & GIFFEN




Jon R. Giffen

JRG/zas

CLIENT'S ACKNOWLEDGMENT & AGREEMENT

Pursuant to the authority vested in the undersigned by the City Council by Resolution no. 2023-58 to enter into an binding interim agreement pending the ratification of the City Council for the full and final agreement, the City of San Juan Bautista hereby agrees to retain Kennedy, Archer & Giffen on the terms set forth herein. The undersigned hereby further represents and warrants that he has all necessary authority to execute this agreement and bind the City of San Juan Bautista thereto.

Dated: 8.24.23

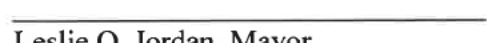


Don Reynolds, City Manager,
On behalf of the City Council of
the City of San Juan Bautista

RATIFICATION

The City of San Juan Bautista agrees to retain Kennedy, Archer & Giffen on the terms set forth herein. The undersigned hereby further represents and warrants that she has all necessary authority to execute this engagement agreement.

Dated: _____



Leslie Q. Jordan, Mayor,
On behalf of the City Council of
the City of San Juan Bautista

**CITY OF SAN JUAN BAUTISTA
CITY COUNCIL
UNOFFICIAL MEETING MINUTES
AUGUST 15, 2023**

1. CALL TO ORDER

Mayor Jordan called the regular meeting to order at 5:03 p.m. in the Council Chambers, 311 Second Street, San Juan Bautista California.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present:

Councilmember Scott Freels

Mayor Pro Tem John Freeman

Councilmember Jackie Morris-Lopez (*arrived at 5:05 p.m.*)

Councilmember EJ Sabathia

Mayor Leslie Q. Jordan

Absent:

Staff Present:

Don Reynolds, City Manager

Robert Rathie, City Attorney

Brian Foucht, Assistant CM/Community Development Director

Elizabeth Soto, Deputy City Clerk

1. CLOSED SESSION – 5:00 P.M. – 6:00 P.M.

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

b) **Conference With Legal Counsel** - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section §54956.9 - One (1) potential case

No public comment received.

Mayor Jordan recessed to closed session at 5:06 p.m.

Mayor Jordan reconvened to open session at 6:15 p.m.

City Attorney Rathie announced that there was no reportable action during closed session.

2. PRESENTATION

A. July 4, 2023 Fireworks Compliance De-Briefing Fire District Feasibility Study
City Manager Don Reynolds reported that this year the city adopted similar policies as last year. Fire Marshall Charlie Bedolla provided an overview of the July 4th Fireworks season. Hollister Fire, Hollister Fire Department, San Benito County Sheriff's Deputies, and Code Enforcement from all three agencies worked collaboratively. There were fifty citations issued for illegal fireworks. Hollister Fire responded to 23 fires from June 30 through July 4th. Of those four were confirmed fireworks and one was actually not related to fireworks. Patrol started on June 28th, the day when fireworks sales started. There were 50 pounds of illegal fireworks confiscated.

Fire Marshall Bedolla announced that Fire Chief met the consultant for the Fire District Feasibility Study.

Lieutenant Yerena mentioned that there were 30 calls received but no citations were issued.

The following members of the public commented on the report:

Chris Martorana stated that the city should reconsider the ordinance and consider making all fireworks illegal.

Councilmember Morris-Lopez stated that the Fireworks Ordinance may be something we can reconsider in the future.

3. GENERAL PUBLIC COMMENT

Received public comment from the following members of the public:

Terry Thompson, Caltrans

Veronica Ledesma, San Benito COG

Armando Venegas

Laurie Tankersley

4. CONSENT

- A. Approve the Affidavit of Posting Agenda.
- B. Waive the Reading of Ordinances and Resolutions on the Agenda Beyond the Title.
- C. Approve a **RESOLUTION** Accepting a Grant in the amount of \$6,322 from the California State Library to Purchase Books via the Zip Book Program and authorize the City Manager to execute the Grant acceptance.
- D. Approve a **RESOLUTION** Applying a 4% Cost of Living Allowance ("COLA") to City Salaries for Fiscal Year 2023/24.
- E. Approve a **RESOLUTION** Authorizing Closure of Streets for Certain Special Events in 2023.
- F. Approve the Minutes of the Special Meeting of June 13, 2023.
- G. Approve the Minutes of the Regular Meeting of July 18, 2023.
- H. Approve the Minutes of the Special Meeting of August 3, 2023.
- I. Approve a **RESOLUTION** Proclaiming the Termination of Two Loal Emergencies Related to Excessive Winter Storm Affecting the City of San Juan Bautista.

No public comment received.

Mayor Jordan announced that item F was being pulled as it had been previously approved during the July 18, 2023 meeting.

MOTION:

Upon motion by Councilmember Sabathia, second by Councilmember Morris-Lopez, Consent Agenda, items A, B, G, H, and I was approved. AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None.

Item C. Item pulled by Mayor Jordan.

Mayor Jordan stated that the correct grant amount should be \$6,332.00

The following member of the public commented on the report:

Rochelle Eagen thanked Jonathan Ramos for being a top reader in San Benito County and reading over a million words.

MOTION:

Upon motion by Councilmember Sabathia, second by Mayor Pro Tem Freeman, Consent Agenda, items C was approved. AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None.

Item D. Item pulled by Iraida Pisano.

Iraida Pisano expressed concerned for the number of employees the city has and the salaries.

MOTION:

Upon motion by Mayor Pro Tem Freeman, second by Councilmember Sabathia, Consent Agenda, item D was approved. AYES: Councilmembers: Freels, Freeman, Morris-Lopez, Sabathia, and Mayor Jordan; NOES: None; ABSTAIN: None; ABSENT: None.

Item E. Item pulled by Councilmember Morris-Lopez.

Councilmember Morris-Lopez commented that she would like to see more information be provided on the street closure.

MOTION:

Upon motion by Councilmember Freeman, second by Councilmember Sabathia, Consent Agenda, item E was approved. AYES: Councilmembers: Freels, Freeman, Sabathia, and Mayor Jordan; NOES: Morris-Lopez; ABSTAIN: None; ABSENT: None.

5. ACTION ITEMS

A. Approve the Appointment of attorney Jon R. Giffen as City Attorney, and Negotiation of an Agreement with Kennedy, Archer & Giffen, a Professional Corporation

City Manager Don Reynolds provided the report and fielded questions from the Council. City Attorney Rathie submitted his resignation effective August 18th. The City conducted a Request

for Qualifications process and at the July 18th City Council meeting Mayor Jordan and Councilmember Sabathia were appointed to the Ad Hoc Committee. The Ad Hoc Committee interviewed two firms. Kennedy, Archer & Giffen, (“KAG”) was represented in the interview by attorneys Jon R. Giffen and Ryan C. Donlon, who are recommended to serve the City (respectively) as its City Attorney and Deputy City Attorney.

City Attorney Jon R. Giffen commented that he has been practicing for over 30 years and is excited for the opportunity.

The City Council thanked the newly appointed City Attorney Jon Giffen.

No public comment received.

MOTION:

Upon motion by Councilmember Sabathia, second by Mayor Pro Tem Freeman, **RESOLUTION** Appointing Mr. Jon R. Giffen as its City Attorney, authorize the City to Negotiate an Agreement between the City and Kennedy, Archer & Giffen, PC, and bring the agreement to the Council for Ratification, was approved.

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

B. Planning Commissioner/Historic Resources Board Vacancy

There was one application that was received and was forwarded to the Ad Hoc Committee. The Ad Hoc Committee was comprised by Mayor Pro Tem Freeman and Councilmember Morris-Lopez.

Councilmember Morris Lopez recommended the City Council appoint Yolanda Delgado be appointed as Planning Commissioner.

Councilmember Sabathia asked what questions were asked during the interview process. In response, Mayor Pro Tem stated that there was a lengthy conversation between the Ad Hoc Committee but no interview was had.

The following members of the public commented on the report:

Iraida Pisano expressed interest in applying for Planning Commissioner.

Rochelle Eagen expressed she had strong feelings regarding the Planning Commissioner applicant.

City Manager responded that he spoke to Ida Pisano and informed her that City Council needed to go through the process and exhaust the applications that had been received, since the application deadline has passed, and encouraged her to reapply should the application be reopened.

Councilmember Freels stated that he would like to see the application period for Planning Commissioner and expressed concern regarding comments made about the applicant.

Mayor Pro Tem Freeman agreed with reopening the application period.

Councilmember Morris-Lopez stated that she was a seated Commissioner when Ms. Delgado was the Chair and enjoyed working with her.

Councilmember Sabathia agreed that the application period should be reopened.

Mayor Jordan that Ms. Delgado as former Commissioner asked pertinent and relevant questions and agreed that the vacancy be filled.

Councilmember Morris-Lopez motioned to appoint the applicant Yolanda Delgado to the Planning Commission to fill a vacancy for a term ending December 2026.

MOTION:

Upon motion by Councilmember Morris-Lopez, second by Mayor Jordan, to appoint Applicant Yolanda Delgado to the Planning Commission to fill a vacancy for a term ending December 2026

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

Motion Failed.

Motion to reopen the application period for two weeks ending August 29, 2023.

SUBSTITUTE MOTION:

Upon motion by Councilmember Sabathia, second by Mayor Pro Tem Freeman, Recommendation from the Ad Hoc Committee to fill a vacancy for a term ending December 2026

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

C. Adopt the Strategic Plan and High Level Organizational, Financial and Public Safety Review

City Manager Don Reynolds stated that there was a request for a high level organizational, financial and public safety review. Stacey Bristow from Citygate Associates provided an overview of the High-Level Organizational, Financial, and Law Enforcement review and fielded questions from the Council.

There were 11 overall themes:

Theme 1 – Improvement and protection of water quality

Theme 2 – Investment in infrastructure improvements including sewer, roads, streets, sidewalks, and curbs

Theme 3 – Establishment of appropriate staffing levels

Theme 4 – Implementation of thoughtful, smart economic development—specifically in the Downtown area—through General Plan amendments, discussions, and policies related to growth, zoning, and conditions of approval

Theme 5 – Enhancement of business partnerships, incentives, communications, and process improvements

Theme 6 – Enhancement of recreation activities for all with a focus on the youth and seniors

Theme 7 – Revitalization of the Downtown area including addressing cleanliness, vacant lots, parking, esthetics, lighting, landscaping, and signage

Theme 8 – General enhancement of communication with City staff and volunteers including messaging, updates, website, and other marketing opportunities;

Theme 9 – Public safety review including Sheriff’s Department partnership, code enforcement, and current security services

Theme 10 – Disaster preparedness related to flooding, fires, state mandates, etc.

Theme 11 – Fragmentation of the San Juan Bautista Community Business Association into two competing groups

The following members of the public commented on the report:

Cara Vonk

MOTION:

Upon motion by Councilmember Sabathia, second by Mayor Pro Tem Freeman,

RESOLUTION adopting a new City “Strategic Plan, and High Level Organizational Financial and Public Safety Review,” and its recommended core findings as City policy, was approved.

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

Mayor Jordan recessed to a break at 7:54 p.m. and reconvened the meeting at 8:05 p.m.

6. INFORMATIONAL ITEMS AND REPORTS

A. Reports from City Council Representatives to Regional Organizations and Committees
The City Council reported on meetings they attended.

B. City Council Announcements
Councilmember Freels congratulated Mathew Ely for achieving the rank of Eagle Scout. Aromas Day will be August 27th.

Councilmember Morris Lopez announced that August 31st is Opioid Awareness Day and asked the community to wear purple in order to bring public awareness. She further added that there were some overdose incidents in the City of Hollister and asked City Attorney and staff to look into having Narcan available in key locations around the city.

The Council thanked the organizers of “San Juan Day” for a successful event.

City Manager Reynolds announced that there will be a joint City Council/Planning Commission meeting to discuss the Housing Element.

City Attorney thanked the Council.

C. Treasurer's Report and Monthly Financial Statements

City Treasurer Michelle Sabathia provided an overview of the Financial Statement for June 2023.

No public comment received.

D. City Manager's Report

City Manager Don Reynolds provided a PowerPoint presentation, and fielded questions from the Council. Staff received more than twenty applicants for the Recreation Assistant position. The groundbreaking ceremony for Sanitary Sewer Force Main Project has been scheduled for September 15th, more information to follow.

Chair Aranda and Commissioner DeVries are part of a Planning Commission Ad Hoc Subcommittee tasked with reviewing Municipal Code 11-04-020 and 030 Mixed Use and Commercial and Industrial Districts of the Zoning Ordinance. The Subcommittee met with business owners to gather information and hear their concerns.

Urban Growth Boundary Chair Martorana mentioned that Urban Growth/Sphere of Influence Committee are not recommending any addition to the area of the city in the sphere of influence, and brought the growth boundary within the city limits. Chair Martorana reviewed the Committees findings, recommendations, and next steps.

No public comments received.

a. Fire Department Update –

Fire Marshall Charlie Bedolla reported that there are five new firefighters that went through the in-house academy, in the process of promoting a training Captain, will be working with OES to offer Community Emergency Response Training. The Fire department is offering Community CPR.

No public comment received.

b. Sheriff Department Update –

Lieutenant Yerena provided an overview of calls and incidents received for July. Staffing levels are down. There is one new hire and three are in the background phase.

Lieutenant Yerena announced that a Commander working at the jail will be retiring after thirty years.

7. Public Hearing / Introduction of Ordinances

- A. Open a Public Hearing, Receive Comments from Members of the Public, Consider Introducing an Ordinance Revising Title 13 “Violations” by Repealing and Replacing Article 4 “Noticed Nuisance Abatement Procedure” and Article 5 “Emergency Nuisance Abatement Procedure” of Chapter 1 “Enforcement” by Adoption of an Ordinance Entitled “Alternative Public Nuisance Abatement Procedures.”

City Attorney Bob Rathie provided the report and fielded questions from the Council. The ordinance allows the city to establish procedures for recovery of abatement and related administrative costs by a nuisance abatement lien on the real property.

Mayor Jordan opened the public hearing

No public comment received.

Mayor Jordan closed the public hearing.

Mayor Pro Tem Freeman

MOTION:

Upon motion by Councilmember Morris-Lopez, and second by Councilmember Sabathia, Ordinance Revising Title 13 “Violations” by Repealing and Replacing Article 4 “Noticed Nuisance Abatement Procedure” and Article 5 “Emergency Nuisance Abatement Procedure” of Chapter 1 “Enforcement” by Adoption of an Ordinance Entitled “Alternative Public Nuisance Abatement Procedures.”, was introduced.

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

- B. Open a Public Hearing and Receive Comments from Members of the Public; Consider Introduction of an Ordinance Revising Title 11 “Zoning” Section 11-04-110 Regarding Regulation of Large-Scale Retail, Formula Retail, Formula Restaurant Businesses.

City Attorney Bob Rathie provided the report and fielded questions from the Council. Ordinance would establish a purpose for the regulation and describe the three types of businesses that would continue to be regulated - large-scale retail, formula retail and formula restaurant and further describe and define the attributes of “large-scale” retail and “formula” retail and restaurant businesses. Reference to “Visitor accommodations” is deleted in this Ordinance. The proposal Ordinance would exclude as formula businesses banks or credit unions, pharmacies not otherwise located within a large-scale retail business, grocery stores, and gas stations.

Mayor Jordan opened the public hearing

The following member of the public commented on the report:

Cara Vonk questioned the proposed ordinance and was concerned with the formula business exclusions listed on the proposed ordinance.

Fran Fitzharris expressed concerned with the proposed ordinance and added that this should be looked at in the future. She further added that this item should be listed earlier on the agenda. Chris Martorana expressed concerned with the way the ordinance was written and stated that the ordinance needs to be reconsidered.
Item tabled and referred back to staff for further discussion.

MOTION:

Upon motion by Mayor Pro Tem Freeman, second by Councilmember Freels, Ordinance Revising Title 11 “Zoning” Section 11-04-110 Regarding Regulation of Large-Scale Retail, Formula Retail, Formula Restaurant Businesses was tabled for further discussion.

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

8. ADJOURNMENT

Motion to adjourned the meeting by Mayor Pro Tem Freeman, second by Councilmember Sabathia. All in favor.

There being no other business, Mayor Jordan adjourned the meeting at 10:15 p.m.

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 19, 2023

FROM: BRIAN FOUCHT, COMMUNITY DEVELOPMENT DIRECTOR

TITLE: 2023-2031 GENERAL PLAN HOUSING ELEMENT OF THE
GENERAL PLAN

RECOMMENDATION:

Approve a Resolution directing staff to forward the Draft 2023-2031 Housing Element and Fair Housing Analysis, together with any recommended changes to the California Department of Housing and Community Development (HCD) for review and approval.

I. BACKGROUND: 2023-2031 GENERAL PLAN HOUSING ELEMENT UPDATE & FAIR HOUSING ANALYSIS

The Housing Element is a State mandated element of the City's General Plan containing analysis, policies, and programs with the objective to preserve, improve, and develop housing for all economic segments of the community. The current update covers the period 2023-2031 (6th Cycle Housing Element).

The Draft Housing Element, (Previously Distributed), has been prepared in accordance with State Housing Element Law and Guidelines of the State Department of Housing and Community Development Department (HCD). The attached draft Housing Element includes changes assembled during the public review period and resulting from a complete administrative staff review. Staff will send the Draft to HCD for review for up to 90 days following City Council review. HCD may 1) approve the Draft; 2) submit comments requiring further update; or 3) approve the draft conditioned upon clarifying or requiring further changes and provide a finding of statutory compliance. The City may submit additional changes to HCD during the 90 day review period. Upon obtaining the letter of statutory compliance, the Final Housing Element will be scheduled before the City Council for Adoption. Once adopted, a copy of the Housing Element will be submitted to HCD for Certification.

II. FAIR HOUSING ANALYSIS

California State Law AB 686 created new requirements for all housing elements revised on or after January 1, 2021, to contain an Affirmatively Furthering Fair Housing (AFFH) analysis, Exhibit B. Under State law, affirmatively further fair housing means "taking meaningful actions, in addition to combatting discrimination, to facilitate deliberate actions to explicitly address, combat, and relieve disparities resulting from past patterns of segregation to foster more inclusive communities free from barriers that restrict access to opportunity based on protected characteristics".

The Housing Element analysis must include an analysis of Racially Concentrated Areas of Affluence, and patterns and trends at both a local and regional scale. The city's consultant has prepared the Housing Element and a Fair Housing Analysis addressing the following topics:

1. Outreach
2. Assessment of Fair Housing
 - a. Key Data and Background Information
 - b. Fair Housing Enforcement and Outreach Capacity
 - c. Integration and Segregation Patterns and Trends
 - d. Racially or Ethnically Concentrated Areas of Poverty
 - e. Disparities in Access to Opportunity
 - f. Disproportionate Housing Needs in the Jurisdiction
 - g. Displacement Risk
3. Sites Inventory
4. Identification of Contributing Factors, Goals and Actions

FAIR HOUSING ANALYSIS – FINDINGS

The following ten (10) discussion items describe San Juan Bautista's compliance with and implementation of the California State Law AB 686 - Affirmatively Furthering Fair Housing (AFFH) requirements.

1. **Diversity Index:** Diversity Index, captures the racial and ethnic diversity of a geographic area in a single number, from 0 to 100. Scores between 40-55 represent low diversity, 55-70 represent moderate diversity, and 70-85 represent high diversity.

The neighborhood population concentration in San Benito County and City of San Juan Bautista is Latinx-White. There generally appears to be moderate to high diversity index scores throughout the City of San Juan the City, and the County as a whole. The eastern half of the city also has a high diversity index score of ≤ 85 . There has not been much change to the diversity index between 2018 and 2023.

2. **GINI Index:** The GINI index is a measure of the extent to which the distribution of income among families/households within a community deviate from a perfect equal distribution. In other words, there is income disparity between the populations in the jurisdiction. The scale is from 0 to 1, with 0 representing perfect equality and 1 representing the highest possible level of inequality.

Gini coefficient for California is 0.487. County of San Benito's Gini index is 0.408. The lower Gini index in San Benito is reflective of the lower overall poverty levels in the area compared to California.

3. **Dissimilarity Index:** The dissimilarity index ranges from 0 to 1. Higher values indicate that groups are more unevenly distributed (for example, they tend to live in different neighborhoods).

Table 6: Racial Dissimilarity Index Values for San Benito County				
Race	2010	2018	2020	2021
White to Non-White Racial Dissimilarity	0.308	0.279	0.352	0.358

Source: FRED Economic Data (fred.stlouisfed.org)

The increasing dissimilarity index reflects the increase in non-white population in San Benito County. Considering the population distribution in San Juan Bautista of approximately 50% Hispanic/Latino, San Juan Bautista will also have an increasing dissimilarity index.

4. Racially or Ethnically Concentrated area of Poverty (R/ECAP):

According to the HCD AFFH Dataset, there is no R/ECAP in San Benito County. Areas of higher diversity in San Benito County generally correlate with a lower income. According to ACS 5-year estimates between 2017 and 2021, 11.3% Hispanic or Latino of any race in San Juan Bautista are under the poverty level while 1.4% of non-Hispanic White are under the poverty level.

5. Racially Concentrated Areas of Affluence (RCAA):

While HCD does not have a standard definition for RCAAs, looking at the percentage of the White population and median household income can provide a good indicator for areas of affluence.

San Juan Bautista is not designated as RCAA as most of the census tracts within San Benito County. The only RCAA designation in the County is around the area of Ridgemark Census-Designated Place (CDP).

6. Disparities in Access to Opportunities: The Tax Credit Allocation Committee and the Housing and Community Development Department has categorized all Census Tracts in the State as Resource Opportunity areas and maps associated with it. Economic, Educational and Environmental domains were identified and studied. Based on the domain scores, census tracts are categorized as Highest Resource, High Resource, Moderate Resource, Moderate Resource (Rapidly Changing), Low Resource, or areas of High Segregation and Poverty.

San Juan Bautista has moderate resources and opportunities.

7. Disproportionate Housing Needs:

The most disproportionate housing needs in San Juan Bautista include increasing the variety of housing types at affordable prices for low-income households as 48.23% of the

households have experienced cost burden during the period 2017 to 2021. Overall, the cost burden has reduced significantly compared to the 2010-2014 period when the cost burden was over 80%. Some 43.6% of total households in San Juan Bautista are renters, with 77% of the renters between the ages of 25 and 54.

- 8. Displacement:** Displacement occurs when households are forced to move because they are evicted or their building was torn down, often to make way for new and more expensive development.

San Juan Bautista has recorded a low displacement risk in 2022 as is the case in most parts of the County. There are no disadvantaged communities in City of San Juan Bautista. San Juan Bautista is a sensitive community with vulnerability for displacement because of housing cost.

- 9. Site Inventory:** The inventory of sites identified in the Housing Element will meet the City's Regional Housing Needs Assessment (RHNA) at all income levels. The RHNA sites are generally accommodated throughout the city and are not concentrated in areas with high racial or ethnic populations, persons with disabilities, female-headed households, senior households, or Low-and-moderate income (LMI) households.

10. Identification of Contributing Factors, Goals and Actions:

Based on the issues identified in the Fair Housing Analysis, the following are the top 5 issues to be addressed through the programs in the Housing Plan:

1. Maintaining and preserving the existing affordable housing stock;
2. Assisting in the provision of housing;
3. Removing governmental constraints, as necessary;
4. Providing adequate sites to achieve a variety and diversity of housing; and
5. Promoting equal housing opportunity.

The Draft **2023-2031** Housing Element contains a Housing Plan (Chapter VI) which includes policies and programs augmenting Fair Housing goals of the City.

III. DRAFT 2023-2031 HOUSING ELEMENT

DEMOGRAPHIC DATA

- Population (2020 Decennial): 2,089
- Hispanic or Latino: + 60%
- Households (2021 ACS): 699
- Owner occupied (2021 ACS): 56.37%
- Persons per HH (2021 ACS): 2.68
- Median HH Income (2021 ACS) - \$92,404
- Poverty (2021 ACS – 6.7% (All female headed households).

Regional Housing Needs Assessment (RHNA).

The Regional Housing Needs Assessment (RHNA) as allocated by HCD shows the housing units that should be constructed for each jurisdiction in each RHNA period.

The city's 6th Cycle RHNA obligations are shown in Table 1. Of the total 88 units required, eight (8) units are needed for extremely low-income; 10 units for very low income; 14 units for low income; and 18 units for moderate (including above moderate) income categories.

Table 1:
San Juan Bautista's Share of Regional Housing Needs 2023-2031

Income Category	City's Share of Regional Housing Needs	
	Number of Units	Percent of Total Units
Extremely Low Income	8	9%
Very Low	10	11%
Low	14	16%
Moderate	18	20%
Above Moderate	38	43%
Total	88	100%

Source: California Department of Housing and Community Development, 2023-2031

The commonly used income categories based on *Area Median Income (AMI)* are approximately as follows, subject to variations for household size and other factors:

Extremely low income: 15-30% of AMI

Very low income: 30% to 50% of AMI

Lower income: 50% to 80% of AMI; also used to mean 0% to 80% of AMI

Moderate income: 80% to 120% of AMI

IV. IMPLEMENTING ACTIONS:

The new Housing Element has proposed a Housing Plan (Chapter VI of Housing Element), that include policies and programs augmenting Fair Housing goals of the City. Some of the existing programs will be continued. The programs are intended to bring the City's codes and housing approvals consistent with the State Law and have provisions to implement them. The city is required to submit to HCD Annual Progress Reports on implementation of the Housing Element.

V. EXHIBITS:

1. Resolution
2. Exhibit A: Final Draft (for HCD Review) 2023-2031 Housing Element.
3. Exhibit B: Draft 2023-2031 Fair Housing Analysis.

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
ACCEPTING THE DRAFT 2023-2031 GENERAL PLAN HOUSING ELEMENT & THE
FAIR HOUSING ANALYSIS, AND AUTHORIZING STAFF TO FORWARD THE
HOUSING ELEMENT & THE FAIR HOUSING ANALYSIS TO THE STATE OF
CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
FOR REVIEW AND APPROVAL**

WHEREAS, the City of San Juan Bautista has authorized the 2023-2031 update of the General Plan Housing Element, and the preparation of a Fair Housing Analysis; and

WHEREAS, the Draft Housing Element and the Fair Housing Analysis were prepared in accordance with State Housing Element Law and Guidelines of the State Department of Housing and Community Development Department (HCD); and

WHEREAS, the Planning Commission has conducted a Workshop on the matter at its meeting on June 29, 2023 and subsequently held a public hearing on the matter during a Special meeting on September 12, 2023; and

WHEREAS, public notices of Draft Housing Element availability for public review was posted on July 28, 2023 providing a 30-day public review period of the drafts, and hearing notice; and

WHEREAS, proof of the public hearing notice is on file at the City Clerks' office; and

WHEREAS, copies of the 2023-2031 Housing Element and the Fair Housing Analysis were made available for public inspection during public review period at the City Clerk's office and the City's Community Development Department, and was duly published on the City's website; and

WHEREAS, the Planning Commission has adopted a resolution recommending that the City Council direct staff to forward the Draft Housing Element to HCD to begin a 90 day review period prior to adopting any recommended changes resulting from that review; and

NOW, THEREFORE, the City Council of the City of San Juan Bautista (the "Council") find, determine, resolve and order as follows:

1. The above recitals are true and correct.
2. The City Council hereby authorize and direct staff to forward the 2023-2031 Draft Housing Element and Fair Housing Analysis to the HCD for Review and Approval.

PASSED AND APPROVED by the San Juan Bautista City Council on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

Attachments:

Exhibit A – 2023 Housing Element Update

Exhibit B – Fair Housing Analysis



CITY OF SAN JUAN BAUTISTA
CALIFORNIA

2023-2031 6TH CYCLE HOUSING ELEMENT & FAIR HOUSING ANALYSIS

DRAFT
August 2023

Prepared By:
Realty Planners Group
Fallbrook, California

TABLE OF CONTENTS

Chapter 1 Introduction	1-1
A. Community Context.....	1-1
B. State Policy and Authorization.....	1-2
C. Role of Housing Element	1-3
D. Data Sources.....	1-3
E. Relationship to the General Plan.....	1-3
F. Community Involvement.....	1-5
Chapter 2 Community Profile	2-1
A. Demographic Characteristics.....	2-1
B. Special Needs Groups.....	2-5
C. Housing Stock Characteristics.....	2-13
D. Regional Housing Needs	2-17
Chapter 3 Housing Constraints	3-1
A. Market Constraints.....	3-1
B. Governmental Constraints	3-3
C. Environmental and Infrastructure Constraints.....	3-20
Chapter 4 Housing Resources	4-1
A. Regional Housing Needs	4-1
B. City Incentives towards Housing Production	4-1
C. Availability of Sites for Housing	4-5
D. Progress toward RHNA	4-14
E. Financial Resources	4-14
F. Administrative Resources.....	4-20
G. Opportunities for Energy Conservation	4-23
Chapter 5 Housing Plan.....	5-1
A. Housing Goals.....	5-1
B. Policies and Programs.....	5-3
C. 6th Cycle Quantified Objectives	5-16
D. General Plan Consistency.....	5-16
E. Review of 5th Cycle Programs (2 nd 4-Year Update).....	5-16

Figures

Figure 1-1 Sphere of Influence Map.....	2-4
Figure 3-1 Location of Subsidized Housing in San Benito County and San Juan Bautista City..	3-6
Figure 3-2 Faults and Earthquake Zone in San Juan Bautista	3-21
Figure 3-3 Soils composition in San Juan Bautista.....	3-22
Figure 3-4 Flooding Risk Zone in San Juan Bautista	3-23
Figure 3-5 Flood and fire hazard zones in San Juan Bautista and adjacent counties	3-25
Figure 3-6 Parcels conserved under the Williamson Act near San Juan Bautista	3-26
Figure 4-1 Land Use in San Juan Bautista	4-9
Figure 4-2 Vacant and Available Residential Sites	4-10
Figure 4-3 Prop 1C Bond Allocation	4-20

Tables

Table 1-1 San Juan Bautista’s Share of Regional Housing Needs 2023-2031	2-1
Table 2-1 Age Distribution of San Juan Bautista and San Benito County, 2021	2-2
Table 2-2 Racial and Ethnic Distribution of San Juan Bautista and San Benito County, 2021 ...	2-3
Table 2-3 Household Size in San Juan Bautista, San Benito County and California, 2021	2-3
Table 2-4 Household Type and Presence of Children	2-4
Table 2-5 Income Distribution of San Juan Bautista and San Benito County Households	2-5
Table 2-6 Distribution of Households per Income Level	2-5
Table 2-7 Special Needs Population	2-6
Table 2-8 San Benito County Farms and Workers.....	2-10
Table 2-9 San Benito County Farm Labor Workers	2-10
Table 2-10 New Housing Units by Structure Type, 2009-2018	2-12
Table 2-11 Housing Unit Profile: San Juan Bautista and Nearby Jurisdictions, 2023	2-12
Table 2-12 Vacancy Characteristics: San Juan Bautista and San Benito County, 2021	2-13
Table 2-13 Housing Conditions, 2021	2-13
Table 2-14 Home Value and Monthly Rent	2-14
Table 2-15 Upper Limits for Income Brackets in San Benito County: April 2023	2-16
Table 2-16 Tenure and Overcrowding: San Juan Bautista and San Benito County, 2021	2-17
Table 2-17 Overpayment for Housing among All San Juan Bautista Households.....	2-18
Table 2-18 Overpayment Lower Income Households	2-19
Table 2-19 Housing Needs for Extremely Low Income Households.....	2-19
Table 3-1 Conventional Housing Types Permitted by Zone	3-4
Table 3-2 Special Needs Housing Types Permitted by Zone	3-6
Table 3-3 Land Use Categories Permitting Residential Use	3-9

Table 3-4 Residential Development Standards	3-9
Table 3-5 Parking Requirements.....	3-11
Table 3-6: Description of Flooding Risk Zones.....	3-24
Table 4-1 Housing Sites Inventory	4-8
Table 4-2 Summary of Vacant Sites by Assumed Income Level.....	4-12
Table 4-3 Housing Units Built During the 5 th Cycle Planning Period (2015-2019)	4-14
Table 4-4 Financial Resources for Housing Activities	4-15
Table 5-1 Quantified Objectives	5-16
Table 5-2 Review of Adopted Programs from 5th Cycle Housing Element.....	5-17

A. Community Context

The City of San Juan Bautista is located in the northwest portion of San Benito County, near the Monterey County and Santa Clara County borders. San Juan Bautista provides a variety of housing, shopping, jobs, attractions, recreation opportunities, and natural resources for its residents and visitors alike. Also, as one of two incorporated cities in San Benito County, San Juan Bautista is the base for much of the County's agriculture industry. The city is the home of Mission San Juan which is visited by thousands of people each year. San Juan Bautista also offers other unique assets—the geography of the surrounding hills and mountains, historic downtown, proximity to the Silicon Valley, and pleasant year-round climate—all of which make San Juan Bautista an attractive place to live, work, and retire.

During the 1990s and into the new millennium, the County of San Benito experienced substantial growth pressures primarily reflecting the spillover of employees from Santa Clara County and the Silicon Valley seeking less expensive housing within commute distances. The cost of living in San Benito County remains relatively high (particularly in relation to household incomes) due to its proximity to employment centers in the Silicon Valley, and, as such, the residents of San Juan Bautista continue to experience increased housing prices, overpayment, and overcrowding. Compounding this issue is the need to find ways to upgrade existing housing and reinvest in infrastructure to serve those homes and businesses.

To address the City's housing goals, a variety of environmental, regional, budgetary, and quality of life issues must be addressed. These constraints include the following:

- **Environmental and Historic Features.** San Juan Bautista has many natural and historic features, which provide for a unique quality of life for residents.
- **Planned Growth.** San Juan Bautista has developed in a compact fashion due, in part, to the topography, the San Andreas Fault, and adjoining agricultural activities. This growth has been planned to coincide with the availability of both municipal water and sanitary sewer.
- **Budgetary Constraints.** The availability of funds to support housing programs is uncertain, but is expected to be more robust in this housing element period, perhaps enabling San Juan Bautista to better address its local housing needs.
- **Maintaining Community Character.** San Juan Bautista residents are committed to maintaining the rural character, historic resources, agricultural economy, environmental features, and other unique aspects of the community.

Within this broad context, San Juan Bautista must address key housing challenges over the 2023-2031 planning period. These challenges include: (1) providing sites for additional housing; (2) providing for a range in types and prices of housing; (3) looking at ways to address the need to improve and rehabilitate housing and neighborhoods; (4) providing for those with special housing

needs; and 5) maintaining and improving the local environment and quality of life in San Juan Bautista. The 2023-2031 Housing Element addresses each of these issues.

B. State Policy and Authorization

The California State Legislature identifies the attainment of a decent home and suitable living environment for every resident as the State’s major housing goal. Recognizing the important role of local planning programs in pursuing this goal, the Legislature has mandated that all cities and counties prepare a housing element as part of their comprehensive general plan. Section 65302(c) of the Government Code sets forth the specific components to be contained in a community’s housing element.

State law previously required housing elements to be updated at least every 5 years. The standard cycle is now 8 years and is tied to the region’s transportation planning. The 2009-2014 (4th Cycle) San Juan Bautista Housing Element covered the 5-year period spanning 2009 through 2014, but the city missed the 5th Cycle, which was due on December 15, 2015 to cover the planning period from 2015-2023. Because the City missed this deadline, it adopted two (2) consecutive 4-year housing elements to return to the current standard 8-year cycle.

California law requires that each city and county, when preparing its State-mandated Housing Element, develop local housing programs to meet its “fair share” of existing and future housing needs for all income groups, also known as the Regional Housing Needs Allocation (RHNA). This fair share concept seeks to ensure that each jurisdiction, to the extent feasible and appropriate, provides housing for its resident population, and those households who might reasonably be expected to reside within the jurisdiction, with a variety of housing appropriate to their needs, thereby affirmatively furthering the fair housing goals of the State of California.

This Housing Element will review the City’s progress toward its RHNA. A breakdown of the 2023-2031 (6th Cycle) RHNA by income target is provided in Table 1-1, below.

Table 1-1: San Juan Bautista’s Share of Regional Housing Needs 2023-2031

Income Category	City’s Share of Regional Housing Needs	
	Number of Units	Percent of Total Units
Extremely Low Income	8	9%
Very Low	10	11%
Low	14	16%
Moderate	18	20%
Above Moderate	38	43%
Total	88	100%

Source: California Department of Housing and Community Development, 2023-2031

C. Role of Housing Element

Unlike other General Plan elements that typically cover a much longer planning horizon (10 to 20 years), the Housing Element covers a core timeframe of 8 years. Within this timeframe, the Housing Element identifies strategies and programs that focus on: (1) preserving and improving housing and neighborhoods; (2) providing adequate housing sites; (3) assisting in the provision of affordable housing; (4) removing governmental and other constraints to housing investment; and (5) promoting fair and equal housing opportunities.

The Housing Elements consists of the following major components:

- An analysis of the City's demographics, housing characteristics, and existing and future housing needs, including a Fair Housing Analysis
- A review of potential market, governments, and environmental constraints to meeting the City's identified housing needs
- An evaluation of the land, financial, and organizational resources available to address the City's identified housing needs
- A statement of the Housing Plan to address the City's identified housing needs, including housing goals, policies and programs

D. Data Sources

In preparing the Housing Element, the preparers consulted various sources of information. As more recent reliable information is difficult to find in most cases, current Census data was used as the baseline for most demographic information. Additional sources include the Census of Agriculture, the California Department of Housing and Community Development, the Office of Policy Development and Research, the San Benito County Housing Elements, California Department of Finance population projections, employment data from the State of California Employment Development Department, and the most recent data available from service agencies and other governmental agencies. In addition, the City's 2023-2031 Housing Element implements the most recent changes to State Housing Element law, including those specifying quantified results, identification of suitable sites for lower income housing, and changes affecting the development, maintenance, and improvement of transitional housing and housing for persons with disabilities.

E. Relationship to the General Plan

In addition to the Housing Element, the City's other General Plan elements directly or indirectly affect the development of housing. The Housing Element has been reviewed to ensure consistency with the other elements of the General Plan.

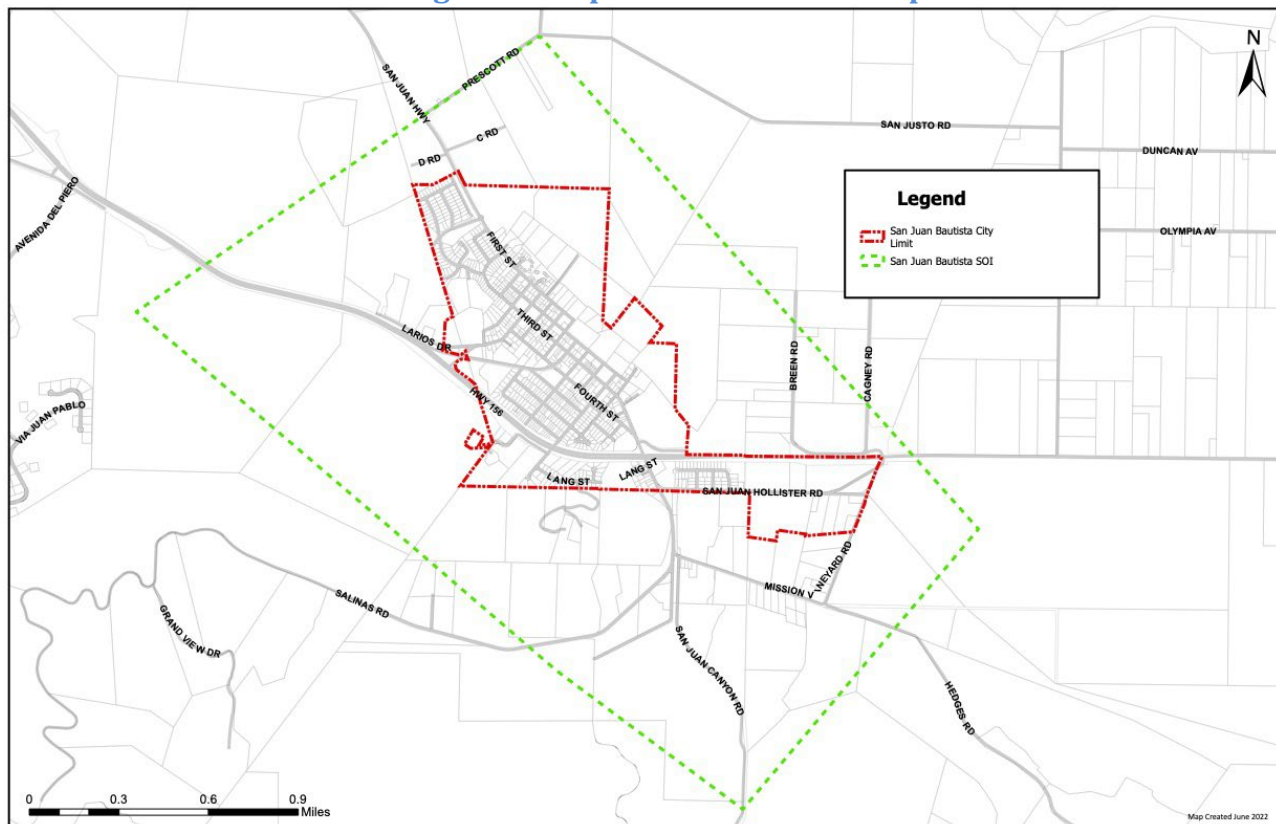
The City's General Plan, establishes a goal for the City to grow as a compact, unified city, maintaining clear definition between rural and urban uses. The General Plan consists of a number of chapters/elements that address both the State-mandated planning issues plus optional subjects that are of particular concern to the City.

The City will ensure consistency between the Housing Element and the other General Plan Elements so that policies introduced in one element are consistent with other elements. One

Housing Element program may ultimately change the land use diagram for some of the land south of State Route 156.

In addition, the Community Plan along and the Sphere of Influence (Figure 1-1) for the City of San Juan Bautista aims to supplement the existing General Plan, providing guidelines for land use and development within the current city limits while focusing on addressing growth and land use on the outskirts, particularly emphasizing the South San Juan area. The planning process has commenced in March 2022 with community input and a design charrette in May 2022. From June to September 2022, the Plan was developed, encompassing various aspects such as investigating growth limits through the Urban Growth Committee's efforts, establishing land use designations for areas outside the city limits, addressing circulation and connectivity within the Community, determining design directions for new growth, and evaluating the availability of services.

Figure 1-1: Sphere of Influence Map



Source: San Benito County, 2022

F. Community Involvement

The City of San Juan Bautista deeply values the role of public participation in the planning process and inclusively engages with all members of the San Juan Bautista community. This summary highlights those steps taken as part of the Housing Element Update.

The City's Community Liaison team serves as a link and point of contact between the City, with other Local Cities, County, State and Federal Governments, private organizations and the businesses of San Juan Bautista, helping to establish and implement, the economic development programs and goals of the City. They oversee and coordinate business and economic development programs and activities that help retain local businesses and attract new business to the City and advocates on behalf of the City, local businesses and property owners connecting the regulatory process and framework of the City and other Governmental agencies with the business and property owners. In addition, the Community Liaison holds Community Outreach meetings and trainings, local events, and fundraising activities.

City of San Juan Bautista Website. City of San Juan Bautista website serves as the main conduit of information for individuals who can access material online. The website is regularly updated to reflect ongoing community input opportunities, advertise draft housing element, and answer commonly asked questions.

(https://www.san-juan-bautista.ca.us/departments/planning/planning_documents.php#).

The city website includes the following information:

- Upcoming meeting information
- Housing Element Workshops (Spanish and English)
- Notices of Public Hearing
- Links to Housing Element and other planning documents

General Multi-lingual Advertisements. The city utilized a variety of methods to advertise the project, engage the community, and solicit input on the Housing Element. These efforts are summarized herein to demonstrate the City's meaningful commitment to community collaboration. The city prepared workshop flyers (in English and Spanish), and sent emails to stakeholders requesting involvement and providing flyers and outreach information in English and Spanish.

City Council/Planning Commission Workshop and Public Hearing. On June 29, 2023, a public workshop was conducted with the Planning Commission to provide an overview of the Housing Element Update, invite input on housing-related needs and priorities, and to give the community an opportunity to identify housing-related concerns. On August 29, 2023, a Joint City Council and Planning Commission hearing was held after giving a 30-day Notice of Availability of the Draft Housing Element and the Fair Housing Analysis.

Community Outreach. As part of the Housing Element update, the City undertook an effort to involve residents, policy makers, and service providers in and around the San Juan Bautista Community.

Recently, the city developed a Housing Needs survey that was conveyed via utility billing to obtain local resident input. The city has also conducted an outreach campaign that incorporated workshops, media releases, public meetings, and plans to conduct public hearings before the Planning Commission and City Council in conjunction with releasing the draft Housing Element to the Department of Housing and Community Development.

Stakeholder Input. City staff sought input from community stakeholders on housing issues in San Juan Bautista and to discuss the proposed housing programs. The stakeholders consulted included representatives from the groups invited to the workshop. Public input on housing needs and strategies is critical to developing appropriate and effective City housing programs. As part of the Housing Element update, the City undertook an effort to involve residents, policy makers, and service providers in and around the San Juan Bautista Community. The city has conducted an outreach campaign that incorporated workshops, media releases, public meetings, and plans to conduct public hearings before the Planning Commission and City Council in conjunction with releasing the draft Housing Element to the Department of Housing and Community Development.

Workshop. The city conducted a fully noticed Public Workshop on June 29, 2023. The program was structured to solicit questions, comments, and discussion on the Housing Element and potential sites for low and very low-income housing and emergency shelters. Notices were distributed to various non-profit and community organizations, housing stakeholders and other interested parties. In addition, the event was posted on the city website, the Welcome Center, the library, at local businesses, and on several of the City's social media sites. The following groups were invited and noticed of this workshop:

- Community Action Agency
- California Rural Legal Assistance
- The Homeless Coalition of San Benito County
- San Benito County Chamber of Commerce
- Emmaus House
- San Benito County LULAC
- South County Housing Corporation
- The Red Cross—San Benito County
- Aromas-San Juan Unified School District
- Community Food Bank of San Benito
- San Benito County Workforce Development Board
- Habitat for Humanity
- Community Homeless Solutions
- Coalition of Homeless Services Providers

Approximately 10 persons attended the workshop and offered comments about ways to increase affordable housing, the best locations for lower income housing and emergency shelters, and accessory dwelling units. These citizen comments and recommendations were considered in preparing the housing element. Spanish translation was available at the public workshop.

The city noticed a 30-day Notice of Availability of the Draft Housing Element and conducted a Planning Commission hearing on September 5, 2023. The Housing Element was submitted to Council for review on _____. Additional comments were received at the hearing and the Council and the Planning Commission authorized staff to submit the Housing Element and the Fair Housing Analysis to HCD for comments.

State Review. This update will be submitted to the State Department of Housing and Community Development's (HCD) on _____ for its 90-day review and comment. This draft document was posted online for public review on _____. Preliminary comments were received back on _____, and the draft updated document will be revised to address HCD's comments. Following adoption, HCD will review and certify the Housing Element, which will be in effect through December 31, 2031.

Adoption Hearings. The Planning Commission (recommending body) will hold a public hearing, during which the public will have additional opportunity to comment, and recommended adoption on _____. The Council (adopting body), will hold a public hearing, during which time the public will have additional opportunity to comment, and will adopt the housing element on _____. Copies of the draft Housing Element will be made available for review at the Hall and public library prior to the hearings.

This page intentionally left blank

Community Profile

Chapter 2

The Community Profile discusses population and household characteristics of San Juan Bautista residents, summarizes available housing, and outlines the city's housing needs through 2031. Later chapters of the Housing Element discuss the various constraints, resources, and programs to address housing needs.

A. Demographic Characteristics

The amount and type of housing needed in San Juan Bautista is largely determined by population growth, various demographic characteristics and the quality of the existing housing stock. These variables—age, race/ethnicity, occupation, and income level—combine to influence the type of housing needed.

1. Population Trends

The city has experienced a cycle of “booms” and “busts,” with population dwindling in some decades, and surging in others. In 1870, San Juan Bautista had more than 2,600 residents; almost 400 people more than it has today. By 1910, the City's population had declined to 326. It doubled between 1910 and 1930, dropped during the 1930s, grew rapidly during the 1940s, and remained flat during the 1950s. In more recent times, the population has continued to grow at an uneven rate with faster growth during the 1970s, 1980s, and 2000s and a slight decline during the 1990s. The 2017 population is 2,081, an increase of 219 people from the 2010 population of 1,862¹. The population in San Juan Bautista is 2,089 as of 2020.

Since 1950, the city has grown much more slowly than the County as a whole. While San Benito County's population has increased by more than 200 percent since 1950, San Juan Bautista's population has increased by only about 50 percent. From 2010 to 2020, the population in the city has increased by 12.19 percent whereas San Benito County has grown 16.18 percent in its population during the same period.

2. Age Characteristics

A community's housing needs are determined in part by the age characteristics of residents. Each age group has distinct lifestyles, family type and size, income levels, and housing preferences. As people move through each stage of life, their housing needs and preferences change. As a result, evaluating the age characteristics of a community is important in addressing the housing needs of its residents.

The median age in San Juan Bautista at the last update in 2017 was 36.2 and now in 2021 it is 40.2. San Benito County median age at the last update in 2017 was 35.4 and now in 2021 it is 35.7. Table 2-1 indicates that San Juan Bautista has a higher proportion of seniors than San Benito County as a whole. 17 percent of all San Juan Bautista residents are over 65, compared to

¹ U.S. Census Bureau/American Fact Finder

12.7 percent countywide (and 9.7 percent in Hollister). The housing needs of seniors are often significant, due to seniors' limited incomes and higher health care costs. Housing for seniors also may require certain physical attributes, such as handicap ramps, grab bars, and easy access to local services. At the other end of the age spectrum, 26.5 percent of all San Juan Bautista residents are 19 or under, compared to 28.7 percent in the County as a whole. The city has a high concentration of children under 5, suggesting a surge in elementary school enrollment during the coming years. It has an unusually low concentration of adults aged 20-24, suggesting that there are limited housing (and job) opportunities for persons in this age group. A larger supply of affordable rental units might allow young people to remain in San Juan Bautista after graduating from high school or college. About a third of all San Juan Bautista residents are in the "first-time home buyer" age cohort (25-44), which is comparable to the percentage in the County as a whole.

Table 2-1: Age Distribution of San Juan Bautista and San Benito County, 2021

Age	<u>San Juan Bautista</u>		<u>San Benito County</u>	
	Population	Percent	Population	Percent
Under 5 years	196	10.3%	4136	6.5%
5 to 9 years	118	6.2%	4233	6.7%
10 to 14 years	67	3.5%	5101	8.1%
15 to 19 years	124	6.5%	4673	7.4%
20 to 24 years	85	4.5%	3983	6.3%
25 to 34 years	266	14.0%	8735	13.8%
35 to 44 years	232	12.2%	8601	13.6%
45 to 54 years	211	11.1%	8129	12.8%
55 to 59 years	189	10.0%	4043	6.4%
60 to 64 years	86	4.5%	3629	5.7%
65 to 74 years	141	7.4%	4962	7.8%
75 to 84 years	87	4.6%	2095	3.3%
85 years and over	94	5.0%	1009	1.6%
Total population	1,896	100.00%	63,329	100.0%

Source: United States Census – American Community Survey DP05 | Demographic and Housing Estimates

Race and Ethnicity

Various factors affect the present race and ethnic distribution the residents of San Juan Bautista's today. San Juan Bautista's rural roots, the presence of the agricultural industry, proximity to Silicon Valley and Highway 101, and the historic availability of affordable housing all have contributed to the race and ethnic composition of the community today. Understanding these dynamics is important in providing insight into the City's existing and changing housing needs.

The racial and ethnic composition of San Juan Bautista residents is shown in Table 2-2. Just fewer than 37.1 percent of the City's residents are non-Hispanic whites. About 50.4 percent of residents are of Hispanic origin. In San Juan Bautista, the Hispanic population significantly increased (85.8%) while White Non-Hispanic decreased by 10.89% from 2010 to 2020. This trend can be compared with the change the County has had, seeing an increase in about 29.19 percent in the

Hispanic population and a decrease of 4.21 percent in the non-Hispanic whites (see Table 2-2). Among San Juan Bautista's Hispanic residents, 90 percent were of Mexican heritage.

Table 2-2: Racial and Ethnic Distribution of San Juan Bautista and San Benito County, 2021

Ethnicity	San Juan Bautista		% Change 2010-2020	San Benito County		% Change 2010-2020
	Number	Percent		Number	Percent	
White, Non-Hispanic	704	37.1%	-10.89%	20,477	32.3%	-4.21%
Hispanic Origin	955	50.4%	85.80%	38,544	60.9%	29.19%
Black	7	0.4%	-89.06%	555	0.9%	12.58%
Asian-Pacific Islander	63	3.3%	10.53%	1,878	3.0%	51.21%
Native American	9	0.5%	-	192	0.3%	-36.84%
Other Races	158	8.3%	-63.84%	1,683	2.7%	35.62%
Total	1896	100%	12.19%	63,329	100%	16.22%

Source: United States Census –American Community Survey DP05 | ACS Demographic and Housing 5-year estimates

According to the California Department of Education in 2017-18, English Learners represented 24 percent (269) of all students in the Aromas/San Juan Unified School District. Of this total, Spanish was the primary language for 263 of the 269 students. Overall, the School District race and ethnicity demographics represent a higher proportion of Hispanic than the city itself. This difference reflects higher Hispanic numbers in the Aromas area and the higher number of Hispanic households with children under 18 years of age.

3. Household Type

According to the 2021 Census, the average household size in San Juan Bautista is 2.68 persons. As Table 2-3 indicates, this is close to the State average (2.86), and lower than the San Benito County average of approximately 3.27 persons per household. About 28 percent of the City's households consist of people living alone (up from 23 percent in 2010), while 18 percent consist of large families -- defined as 4 or more persons per household (up from 14.7 percent in 2017). The relatively broad distribution of household sizes suggests a demand for a wide variety of housing types, from small units suitable for one person to large homes for families with 4 or more children.

Table 2-3: Household Size in San Juan Bautista, San Benito County and California, 2021

Type	San Juan Bautista		San Benito County		California	
	Number	Percent ¹	Number	Percent ¹	Number	Percent ¹
Household Size						
Occupied Housing Units	699	100%	19,144	100%	13,217,586	100%
1 Person	195	27.9%	3,118	16.3%	3,137,231	23.7%
2 Person	238	34.0%	5,243	27.4%	4,011,741	30.4%
3 Person	141	20.2%	3,408	17.8%	2,209,249	16.7%
4 Person or more	125	17.9%	7,375	38.5%	3,859,365	29.2%
Average household size	2.68		3.27		2.86	

Average household size of owner-occupied unit	2.35		3.24		3.01	
Average household size of renter-occupied unit	3.11		3.41		2.82	

Source: United States Census – American Community Survey
 S2501 | Occupancy Characteristics 5-year estimates
 S1101 | Households and Families 5-year estimates
 DP04 | Housing Characteristics 5-year estimates

Table 2-4 shows a vast majority of the City’s households are families. Married couples with children and other families represent the largest number and percentage of households in San Juan Bautista. It is noteworthy that approximately 28 percent of all households are made up of persons living alone. Housing demands for persons living alone can differ significantly from family households particularly as those single person households age.

Household size and composition is a complex issue, often reflective of market conditions as well as demographic factors. The relatively high cost of housing in San Juan Bautista, coupled with the lower incomes of many residents, has resulted in some sharing of homes and units. In addition, cultural preferences toward the elderly and other extended family members impacts household size. Again, it appears that future housing opportunities will need to look at a wide range of types and sizes.

Table 2-4: Household Type and Presence of Children, 2021

Households			Sub Group			Within Households		
Family Households	460	65.8%	Married-couple Family	360	51.5%	With related children under 18	189	27%
			Male, no wife present	42	6%	With own children under 18	168	24%
			Female, no husband present	58	8.3%			
Non-family Households	239	34.2%	Householder living alone	195	27.9%	Male 65 years and older	8	1.1%
			Householder not living alone	44	6.3%	Female 65 years and older	9	1.3%
Total Households	699	100%						

Source: United States Census – American Community Survey S2501 | Occupancy Characteristics 5-year estimates

4. Income

As shown in Table 2-5, in 2021, the median household income in San Juan Bautista was \$92,404, compared to \$95,606 countywide (and \$87,761 in Hollister). Table 2-5 indicates that 4.9 percent of all San Juan Bautista households earned less than \$25,000 a year, compared to 7.9 percent countywide. On the other hand, 38.9 percent of all San Juan Bautista households earned more than \$100,000 a year, compared to 47.9 percent countywide.

Table 2-5: Income Distribution of San Juan Bautista and San Benito County Households, 2021

	<u>San Juan Bautista</u>		<u>Hollister</u>		<u>San Benito County</u>	
	Number	Percent	Number	Percent	Number	Percent
Total households	699	100%	11,736	100%	19,144	100%
Less than \$10,000	9	1.3%	293	2.5%	402	2.1%
\$10,000 to \$14,999	0	0.0%	376	3.2%	459	2.4%
\$15,000 to \$24,999	25	3.6%	352	3.0%	651	3.4%
\$25,000 to \$34,999	35	5.0%	622	5.3%	938	4.9%
\$35,000 to \$49,999	91	13.0%	1103	9.4%	1780	9.3%
\$50,000 to \$74,999	145	20.7%	2195	18.7%	3350	17.5%
\$75,000 to \$99,999	122	17.5%	1643	14.0%	2355	12.3%
\$100,000 to \$149,999	158	22.6%	2746	23.4%	4212	22.0%
\$150,000 to \$199,999	33	4.7%	1432	12.2%	2278	11.9%
\$200,000 or more	81	11.6%	974	8.3%	2680	14.0%
Median household income (dollars)	\$92,404	(X)	\$87,761	(X)	\$95,606	(X)

Source: United States Census – American Community Survey S1901 | Income in the past 12 months 5-year

In 2021, approximately 319 San Juan Bautista residents (6.7 percent of the population) were classified by the Census as living in households below the poverty level, defined as earning less than 30 percent of the median household income for the County (\$28,682). See Table 2-6 below for a breakdown between the City and the County on the distribution of residents with an income classified as very low, low and moderate.

Table 2-6: Distribution of Households per Income Level

	San Juan Bautista	San Benito County
Extremely Low Income	71	1925
Very Low Income	71	1925
Low Income	147	2,937
Moderate Income	178	1,990
Above Moderate	321	8,663
Total	788	17,440

*Derived and interpolated from Table 2-5 above.

B. Special Needs Groups

Certain groups in San Juan Bautista and San Benito County encounter greater difficulty finding decent, affordable housing based on their special needs and/or circumstances. Special circumstances may be related to one's employment and income, family characteristics, medical condition or disability, and/or household characteristics. A major emphasis of the Housing Element, per State law, is to ensure that persons from all walks of life have the opportunity to find suitable housing in San Juan Bautista.

State Housing Element law identifies the following “special needs” groups: senior households, disabled persons, single-parent households, female-headed households, large households, persons and families in need of emergency shelter, and farm workers. This section provides a discussion of housing needs for each particular group, and identifies the major programs and services available to address their housing and supportive service needs. San Juan Bautista is an extremely small City with relatively small disabled, homeless and non-senior special needs populations. Data from the 2000, 2010, and 2017 U.S. Census Bureau has been used to determine the size of special needs groups in San Juan Bautista. However, there is no reliable count available for the City of San Juan Bautista regarding farmworkers and homeless persons and therefore, these 2 special needs groups are not provided below. Table 2-7 summarizes special needs groups residing in the City.

Table 2-7: Special Needs Population

	2000	2010	2017	2021
Special Needs Group	Number			
Senior Households⁽¹⁾	51	117	188	215
Disabled Persons⁽²⁾	493	*	236 ⁽³⁾	226⁽³⁾
Single-Parent Families w Children	65	126	113	46
Large Households⁽⁴⁾	77	100	193 ⁽⁵⁾	203 ⁽⁵⁾
Farmworkers			1888 ⁽⁶⁾	
Female Headed Households				58
Homeless Population				2404 ⁽⁷⁾

Sources : 2000, 2010, 2017, 2021 U.S. Census Bureau, ACS 5-years estimates.

Notations :

1. Households headed by persons age 65 years or older.
2. A person with a physical, mental, or emotional condition that lasts over a long period of time that makes it difficult to live independently.
3. Totals for the 6 disability types combined.
4. Households with 5 or more members residing in a home
5. 2021 data only provides 4 or more members in a household.
- *A disability is defined differently from the 2000 to 2010 Census. 2010 Census data is unavailable.
6. Total farm workers in San Benito County, Source: 2017 Census of Agricultural Volume 1, Part 5 (Table 7)
7. Homeless population in Salinas/Monterey and San Benito Counties in 2022

1. Senior Households

According to 2021 Census data, 215 households in San Juan Bautista (31 percent) were headed by seniors (persons age 65 years and older), a significant increase over the preceding decades (e.g., in 2010 senior households were 12 percent of total households). Senior households typically have special housing needs due to 3 primary circumstances: fixed income, high health care costs, and physical disabilities.

More senior householders in San Juan Bautista are homeowners than renters. 91 percent of the senior householders are homeowners (U.S. Census Bureau, 2021). Because of physical and/or other limitations, senior homeowners may have difficulty performing regular home maintenance or repair activities. Senior women are especially in need of assistance. For those who rent housing, senior renters can benefit greatly from rental assistance.

Various programs can address senior needs including accessory senior dwelling units, congregate care, supportive services, rental subsidies, shared housing, and housing rehabilitation assistance. For frail seniors or those with disabilities, housing with architectural design features accommodating disabilities can help ensure continued independent living. (Housing for disabled people is discussed in the following section.) Seniors with mobility/self-care limitations also benefit from public transportation assistance, food services, and other supportive services. Senior housing with supportive services can be provided to allow independent living. There is currently no designated senior only housing facilities in the city, nor are there any State licensed congregate care facilities.

The City will work closely with San Benito County to facilitate provision of senior support services including but not limited to Accessory Senior Dwelling Units, Temporary Mobile Homes, allowing second residential units for senior residents in all zones with a use permit, developments near transportation and promote options including public transportation, walking, cycling and carpooling. The Accessory Senior Dwelling Units to be made available to residents age 55 or older irrespective of family or employment status. The City and County will also actively promote the development and rehabilitation of existing housing to meet the needs of seniors, people with disabilities, farm workers, single parent families, large families and other persons identified as having special housing needs. The City will actively promote County initiatives such as the Community Food Bank, Community Services and Workforce Development, the Home Investment Partnership Program, Emergency Housing and Assistance Program, Emergency Food and Shelter Program, and grant affordable housing units priority for development.

2. Disabled Persons

Disabled persons have special housing needs because of their fixed income, the lack of accessible and affordable housing, and higher health costs associated with their disability. A disability is defined broadly by the Census Bureau as a physical, mental, or emotional condition that lasts over a long period of time that makes it difficult to live independently. According to the U.S. Census Bureau, disability data comes from the American Community Survey, the Survey of Income and Program Participation, and the Current Population Survey; all 3 surveys ask about 6 disability types: hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty. According to U.S. 2021 Census data, San Juan

Bautista has 226 disabled residents, representing 12 percent of City residents. Of these persons, 131 (58 percent) are seniors or children ages below 18.

To meet the unique housing needs of the disabled, the city, through San Benito County and the State of California, participates in various programs to assist the disabled. The County Health Services Administration, State Department of Social Services, and the Social Security Administration provide support services. The City's building code also requires new residential construction comply with the Federal Americans with Disabilities Act (ADA), which requires a minimum percentage of units in new developments to be fully accessible to the physically disabled as well as California Title 24 accessibility requirements.

Living arrangements for disabled persons depend on the severity of the disability. Many persons live independently with other family members. To maintain independent living, disabled persons may need special housing design features, income support, and in-home supportive services for persons with medical conditions. According to the California Department of Social Services, for those requiring a more supportive setting, San Juan Bautista has no licensed care facilities.

Mental and Developmental Disabilities

Persons with a mental disability (defined within 2021 Census as cognitive difficulty) fall within the definition afforded by the Americans with Disabilities Act and thus are entitled to fair housing. According to the 2021 U.S. Census Bureau, there are approximately 40 persons over the age of 5 years old with a cognitive difficulty in San Juan Bautista. The San Andreas Regional Center (local office in Gilroy) assists persons with developmental disabilities who live in the city of San Juan Bautista. In California, "Developmental Disability" means a disability that is attributable to mental retardation, cerebral palsy, epilepsy, autism, or disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for individuals with mental retardation. Persons with such disorders may have difficulty finding suitable housing due to a shortage of appropriate housing, the inability to afford housing, or even discrimination in being considered for housing.

San Benito County works with non-profits and public agencies to address housing needs. In San Juan Bautista, San Benito County is the primary agency developing and managing housing for persons with psychiatric and developmental disabilities. The California Services Development Corporation of San Benito County, a non-profit organization, works with people of developmental disabilities, who are capable of holding jobs and affording rent, to find affordable housing within the County. The San Andreas Regional Center provides job training, placement and life skills assistance to San Juan Bautista and San Benito County on the whole.

To address the needs of the disabled, the City will work closely with San Benito County to facilitate provision of disability support services including but not limited to development of Accessory Dwelling Units, Temporary Mobile Homes, allowing second residential units for disabled residents in all zones with a use permit, developments near transportation and promote options including public transportation, walking, mobility scooters and carpooling. The Accessory Dwelling Units to be made available to disabled residents irrespective of family or employment status. The City and County will also actively promote the development and rehabilitation of existing housing to meet the needs of seniors, people with disabilities, farm workers, single parent families, large families and other persons identified as having special housing needs. The

City will actively promote County initiatives such as the Community Food Bank, Community Services and Workforce Development, the Home Investment Partnership Program, Emergency Housing and Assistance Program, Emergency Food and Shelter Program, and grant affordable housing units priority for development.

3. Families

In recent years, the high cost of housing has placed an escalating burden on families, any individual or group of 2 or more individuals, in San Juan Bautista. As moderate- and lower-income families increasingly can no longer afford the median-priced home, market conditions have led to a higher prevalence of overpayment, overcrowding, and substandard living conditions. Of all family households, single parents with children and large families are disproportionately impacted. While the housing bubble of late has provided some relief in terms of “for-sale” housing prices, the cost for rental housing has not reflected this downward trend. Compounding the issue has been the extended recession with high unemployment in both San Benito County proper as well as the region.

- ✓ **Single-Parent/Female-Headed.** Single-parent/female-headed households with children often require special consideration and assistance as a result of their greater need for affordable housing, accessible day care, health care, and a variety of other supportive services. Single- parent/female-headed households also tend to receive unequal treatment in the rental housing market, which is a fair housing concern. Moreover, because of their relatively lower household incomes, single-parent/female-headed households also have limited opportunities for finding affordable, decent, and safe housing.

The U.S. Census Bureau, 2021 Census, reported that in San Juan Bautista there are 49 single-parent households with children under 18, of which 77.6 percent are headed by females. The Census also indicates that 100 percent of female-headed families with children less than 18 years live with income below the poverty level, this percentage increased significantly in comparison to percentage reported in the 2010 Census, which was 60 percent.

- ✓ **Large Households.** Large households are defined as households having 5 or more members residing in the home; however, the 2021 Census data only provides 4 or more members in a household. These households constitute a special needs group because of an often limited supply of adequately sized, affordable housing unit. Because of high housing costs, families and/or extended families are forced to live together under one roof.

According to the 2021 Census, San Juan Bautista has 203 large households. The housing needs of large households could be met by larger units, or depending on household make-up, 2 or more smaller units. Because most of the larger units in San Juan Bautista are expensive, lower-income large households commonly reside in smaller units, frequently resulting in overcrowding. To address overcrowding, the city will be working to develop housing opportunities for all sized households.

To address the needs of single parent, female-headed and large families, the City will work closely with San Benito County Resource Management Agency to distribute fair housing materials in both English and Spanish, display materials in Council, key local community facilities and social service centers. The City will also encourage residents to obtain financial literacy and credit management skills by referring residents to Agencies such as Monterey County Housing Alliance (MOCHA) and Project Sentinel who offer fair housing assistance, homebuyer education, mortgage default resolution counseling, pre-purchase counseling, post purchase counseling, renter's assistance and services for the homeless.

The City will also facilitate housing opportunities through a range of programs including but not limited to development of Accessory Dwelling Units, Temporary Mobile Homes, allowing second residential units for single parent/female headed households in all zones with a use permit. The City and County will also actively promote the development and rehabilitation of existing housing to meet the needs of single parent families, large families and other persons identified as having special housing needs. The City will actively promote County initiatives such as the Community Food Bank, Community Services and Workforce Development, the Home Investment Partnership Program, Emergency Housing and Assistance Program, Emergency Food and Shelter Program, and grant affordable housing units priority for development.

4. Farm Workers

Estimating the size of the agricultural labor force is challenging as farm workers are historically undercounted by the census and other data sources. Farm workers are typically categorized into 3 groups: (1) permanent, (2) seasonal, (3) migrant. Permanent farm workers are typically employed year-round and full-time with the same employer. A seasonal farm worker works on average less than 150 days a year and earns at least half of his/her earned income from farm work. Seasonal farm workers include persons that reside in the County full time but may only work during a portion of the harvest of one or more crops, and/or migrant farm workers that utilize temporary housing only during the harvest and then leave the area. A seasonal worker that is a resident may seek other temporary work in the off- season and may have difficulty finding affordable housing because periods of employment are sporadic and the pay is low. Migrant farm workers are seasonal farm workers who have to travel to do the farm work so that he/she is unable to return to his/her permanent residence within the same day. Migrant farm workers arrive during the cultivating or harvesting of crops and leave when work is not available. Generally, a migrant laborer will seek housing in a labor camp, rentals, vehicles, overcrowded conditions, or substandard facilities if there are insufficient migrant labor facilities. A portion of the farm workers may also be undocumented foreign workers who may come to the area during the harvest season and then leave. Some undocumented foreign workers may stay because they lack sufficient funds to return home. The areas agricultural has transition over time from orchards to row crops, which has transitioned much of San Benito County's farm labor to a permanent workforce.

According to the data provided by Census of Agriculture, San Benito County reported 310 farms in 2017. There was a small increase in the total number of farms since 2012, when the county reported 242 farms. Also, the total number of hired farm workers decreased between the years,

from 2,169 to 1,888. The number of farm workers decreased from 2012 to 2017 both for seasonal farm workers (from 1,051 to 905) and permanent farm workers (1,118 to 983). The needs of farm workers are unique in how the nature of their work is often seasonal. This means their housing needs may only be during certain times and/or their income will be highly restricted (affecting their ability to afford housing) during part of the year. Further, they often have a restricted income and limited English-speaking skills.

Although the city does not have seasonal and permanent farmworker housing within the city limits, the USDA provides a 2017 Census of San Benito County's farm statistics and county data regarding migrant seasonal farm workers. 2017 Census data lists 13 workers employed in agriculture, but it is not known what positions these worker hold.

Due to the nature of their work and the lower income, farm workers often face difficulties with housing affordability, overcrowding, and substandard conditions. San Juan Bautista has a High Density Residential and a Mixed-Use District that are intended to provide for a broad variety of housing choices, especially in the lower cost ranges. There is no dedicated farmworker housing within the city limits, but there is a farmworker housing establishment just south of the city. Hollister, which is located about 8 miles away from San Juan Bautista, has 2- and 3-bedroom apartments dedicated specifically to farm worker families.

Table 2-8: [San Benito County Farms and Workers](#)

	Farm workers	Farms
Farm Operations with fewer than 10 Employees		
Permanent	222	87
Seasonal (e.g., less than 150 days)	406	182
Total	628	269
Farm Operations with 10 or more Employees		
Permanent	761	21
Seasonal (e.g., less than 150 days)	499	20
Total	1,317	41
Grand Total	1,888	310

Source: 2017 Census of Agriculture Volume 1, Part 5 (Table 7, Hired Farm Labor – Workers and Payroll: 2017)

Table 2-9: [San Benito County Farm Labor Workers](#)

Year	2007	2012	2017
Hired farm labor (farms)	228	242	225
Hired farm labor (workers)	2945	2169	1888
Hired seasonal farm labor⁽¹⁾ (workers)	1458	1051	905
Hired permanent farm labor⁽²⁾ (workers)	1487	1118	983

Source: 2017 Census of Agriculture USDA National Agricultural Statistics Service Chapter 2, Table 7 online resource

Notes: (1) Employees that work less than 150 days.

(2) Employees that work 150 days or more.

The City will work with the County to annually review the special housing needs of farm workers and respond to additional temporary and permanent housing requirements. The City will also support farm workers with information on available housing at the Southside Migrant Center and the 13 farm labor complexes in the County, and will also collaborate with local service providers, community organization, nonprofits to respond to additional support needs.

5. Homeless Persons

Homelessness is not one of the more pressing issues in San Benito County as a whole. Recent surveys of the city estimate about 0 to 3 homeless persons in San Juan Bautista (extrapolated from San Benito County Point In Time count in January 2022).

San Benito County Community Action Board (CAB) - Community Services & Workforce Development (CSWD) Program provide 6 transitional housing units for homeless individuals for up to 18 months. In addition to this, the Housing Opportunities Meals Empowerment (HOME) Resource Center provides a warm bed, shower facilities and 3 meals/day for 50 homeless individuals (28 men and 22 women).

The homeless are considered a special needs group because loss of shelter can result in a loss of a sense of well-being. Persons and families that become homeless may lose all of their possessions. The shelter needs for these persons vary from temporary shelter, transitional shelter, and counseling and support services. Special facilities may be needed for substance abusers, persons suffering from AIDS, the mentally ill and persons/families displaced by job loss and or lack of affordable housing.

At present, San Juan Bautista City does not provide homeless facilities at the city level. However, it is worth noting that a portion of the City's Permanent Local Housing Assistance (PLHA) program, which was awarded a contract in 2022, has been allocated to Homeless Services. These services will be implemented through a future contract. Likewise, the City's Zoning ordinance allow uses within residential areas in the city to accommodate transitional and supportive housing (Table 3-1 1 of Zoning Ordinance – these uses are principally permitted). There is one Emergency Shelters/Transitional Housing services available in San Benito County, including the following:

1. H.o.m.e Resource Center, Hollister, CA 95023 – provides year-round shelter serving up to 50 adults each night, sheltering homeless men and women
2. My Father's House, Hollister, CA 95023 – provides showers, clothing, hot meals and supplies such as tents and sleeping bags
3. Chamberlain's Children Center Residential, Hollister, CA 95023 - provides a residential treatment facility for emotionally disabled children
4. San Benito County Emergency Shelters, Transitional Housing and Emmaus House

The City will work with the County to annually evaluate the need for emergency and transitional facilities for the homeless.

C. Housing Stock Characteristics

This section of the Housing Element addresses the housing characteristics and conditions in San Juan Bautista. Housing factors evaluated include housing stock and growth, tenure and vacancy rates, age and condition, housing costs, and affordability.

1. Housing Growth

The City of San Juan Bautista is a small City that embraces its history and its heritage. The city has experienced moderate housing growth over the last twenty years with the addition of both single family and multiple family housing units. 104 housing units were built between the years 2000-2010, 7 housing units between 2010-2013 and 8 housing units since 2014. Hollister City and San Benito County also experienced slow growth since 2010. Slow growth in new housing is anticipated in City of San Juan Bautista through 2031. The city is within commute range of the jobs-rich Silicon Valley, and this factor places price-pressure on the local housing market.

2. Structure Type

Table 2-10 tracks the changing mix of San Juan Bautista's housing stock between 2019 and 2023, based on the City's records for new construction. According to the City's records, 106 new housing units were added to the City's housing stock between 2019 and 2023; about 100 of which were added in 2019.

Table 2-10: New Housing Units by Structure Type

	2019 - 2023
Total housing units	106
Single Family Residence	75
Accessory Dwelling Units	13
2 or more units	17
Mobile home	1

Source: DOF Table E-5 2023; City's new housing construction counts

Table 2-11 compares the housing composition of San Juan Bautista with that of the County and Hollister. About 63 percent of all San Juan Bautista's units are single-family detached and attached homes, about 24 percent are multi-unit buildings, and 3 percent are mobile homes.

Table 2-11: Housing Unit Profile: San Juan Bautista and Nearby Jurisdictions, 2023

	San Juan Bautista		San Benito County		Hollister	
	Number	%	Number	%	Number	%
Total housing units	909	100	21,576	100	13,006	100
1-unit, detached	576	63.37	17,157	79.52	9,876	75.93
1-unit, attached	90	9.90	822	3.81	368	2.83
2 to 4 units	141	15.51	1,505	6.98	1,318	10.13
5 + units	76	8.36	1,261	5.84	1,093	8.40
Mobile home	26	2.86	831	3.85	351	2.70

Source: DOF Table E-5 2023

3. Vacancy Characteristics

In all, there were 34 vacant units at the time the Census was taken in 2021, which has reduced almost a half from 64 units in 2010. Among those, 26 percent are sold but not occupied and 47 percent are used for seasonal and occasional purpose. Overall, San Juan Bautista's vacancy rate is 5 percent while the rate in the County as a whole is 4.1 percent. The vacancy rate has decreased from the 8.6 percent vacancy rate reported for San Juan Bautista in the 2010 Census. A vacancy rate of 4 or 5 percent is indicative of a fairly healthy housing market. However, because the rents or prices of the vacant units are not provided by the Census, there is no way to know if they are affordable.

Table 2-12: Vacancy: San Juan Bautista and San Benito County, 2021

Vacancy Status	San Juan Bautista		San Benito County	
	Number	Percent	Number	Percent
For rent	-	-	55	6.7
For sale only	-	-	41	5
Rented or sold, not occupied	9	26.5	314	38.4
For seasonal, recreational, or occasional use	16	47.1	278	34
For migratory workers	-	-	-	-
Other vacant	9	26.5	129	15.8
Total Vacant Units	34	100	817	100

Source: 2017-2021 Census, B25004: Vacancy Status

4. Housing Condition

The Census indicates that about 13.4 percent of the City's housing stock was built before 1940. This is a higher percentage than in most cities in California and suggests that rehabilitation needs may be higher in San Juan Bautista than elsewhere in the region. A windshield survey conducted in early 2013 indicated that about 7 percent of the City's single family housing stock had some sign of exterior deterioration. Typical conditions observed included peeling paint, sagging roofs, and disheveled outbuildings (including sheds and detached garages). The city estimates that fewer than 5 units have deteriorated to the point where they cannot feasibly be repaired. 699 housing units are occupied out of the 733 total housing units in the city. A housing unit refers to separate living quarters while the household refers to the people who live within the living quarters or structure. The number of housing units will equal the number of occupied units.

Table 2-13: Housing Conditions, 2021

Housing Units by Year Built	San Benito County, California	Hollister city, California	San Juan Bautista city, California
Total:	19,961	12,056	733
Built 2014 or later	56	30	8
Built 2010 to 2013	1,579	1,249	7
Built 2000 to 2009	2,199	1,031	104
Built 1990 to 1999	4,776	3,259	139
Built 1980 to 1989	3,721	2,266	66
Built 1970 to 1979	3,051	1,695	135
Built 1960 to 1969	1,236	788	16
Built 1950 to 1959	999	466	95
Built 1940 to 1949	721	296	65

Built 1939 or earlier	1,623	976	98
-----------------------	-------	-----	----

Source: U.S. Census Bureau, ACS 5-years estimates. B25034: Year Structure Built

5. Housing Prices

Home values and rent (May 2023) are presented in Tables 2-14a and 2-14b below. As shown, the average monthly rate in the city is \$2,447 each month and the average housing value of all homes is \$823,289. However, Zillow also states that the median home value in the city is \$647,700 and the median price of homes currently listed in the city is \$784,900. Assuming a 10 percent down payment, a 30-year fixed mortgage, and a 5 percent interest rate, the monthly principal and interest payment on the median-priced home in San Juan Bautista would be \$3,164. Property taxes, insurance, and utilities would yield an additional monthly housing cost of about \$1,700 a month. At 30 percent of gross income, the household would need to earn at least \$194,560 to afford such a home. While such house payments would be prohibitively high for most San Juan Bautista households, they could seem very attractive to would-be homebuyers from the Santa Clara Valley or the Monterey Peninsula. One- to three-bedroom units in San Juan Bautista are currently available for rent.

Table 2-14a: Home Value

Year	Housing Value
2019	\$693,179
2020	\$723,734
2021	\$847,449
2022	\$968,426
2023	\$883,657
Average	\$823,289

Source: Zillow accessed in May 2023 through
<https://www.zillow.com/san-juan-bautista-ca/home-values/>

Table 2-14b: Monthly Rent, 2023

	Number of Units Surveyed	Low Rent	High Rent	Average Rent*	FY2023 Small Area Fair Market Rent for ZIP Code 95045*
Studio	1		\$1,550	\$1,297-\$1,585	\$1,441
1-bedroom	2	-	\$1,825	\$1,473-\$1,801	\$1,637
2-bedroom	4	\$1,800	\$2,050-\$2,325	\$1,940-\$2,371	\$2,155
3-bedroom	1		\$2,800	\$2,757-\$3,369	\$3,063
4+ bedrooms				\$3,304-\$4,038	\$3,671

Source: Zillow and Realtor.com accessed in May 2023 (<https://www.zillow.com/san-juan-bautista-ca/rentals/>),

*<https://affordablehousingonline.com/housing-search/California/San-Juan-Bautista>

Rent.com (<https://www.rent.com/california/san-juan-bautista-houses?bbox=-121.5724,36.8160,-121.5147,36.8630>),

Mission Garden Apartments

6. Housing Affordability

Housing affordability is influenced by a number of factors. Rising housing costs, coupled with stagnant or declining real incomes, are making housing less affordable for an increasing number

of households. This section analyzes the ability of San Juan Bautista households to secure housing in one of the least affordable regions in California.

Every year, the National Association of Home Builders (NAHB) tracks the ability of households to afford a home in almost 2,000 metropolitan areas across the country. NAHB develops a Housing Opportunity Index (HOI) for a given area that is defined as the share of homes sold in that area that would have been affordable to a family earning the median income. In the past, less than 10 percent of the homes sold in the neighboring Santa Cruz-Watsonville metropolitan area have been affordable to the median family. Housing prices in San Juan Bautista have historically reflected this joining area.

The affordability of housing in San Juan Bautista can be inferred by comparing the cost of renting or owning a home in San Juan Bautista with the income levels of different size households. The following page shows the annual income ranges for very low, low, and moderate-income households by household size and the maximum affordable housing payment based on the federal standard of 30 percent of household income. Standard housing costs for utilities, taxes, and property insurance are also shown. From these assumptions, the affordability of housing for a variety of income levels can be determined.

Affordability by Household Income

- a. ***Extremely Low-Income Households:*** The U.S. Department of Housing and Urban Development (HUD) uses the Federal Poverty Guidelines to determine the extremely low-income limit. HUD compares the applicable guidelines with 60 percent of the very low-income limit and chooses the greater limit of the 2. This value may not exceed the very low-income level.
- b. ***Very Low-Income Households:*** Very low-income limits reflect 50 percent of the median family income and HUD's median family income value generally equals 2 times HUD's 4-person very low-income limit. Given the expensive costs of single-family homes and also rising cost of condominiums in San Juan Bautista, very low-income households could not afford to own a single-family home without considerable public assistance. Very low-income households are thus confined to rental housing, and some rent a room within a house. A large family (5 or more persons), may in many cases only be able to afford to rent a studio or one-bedroom unit, which would be too small. In practical terms, a large family would have to overpay for housing just to live in an inadequately sized rental unit.
- c. ***Low-Income Households:*** Low-income limits represent the higher level of: 80 percent of the median family income or 80 percent of state non-metropolitan median family income. According to the Department of Housing and Community Development's State Income Limits for 2019, the low-income limit reflects 160 percent of the very low-income limit, with some exceptions.
- ✓ ***Moderate-Income Households:*** The moderate-income limit is equal to 120 percent of the County's area median income for 4-person households. One-person households and small families may be able to afford a limited number of 2-bedroom single-family homes and some condominiums available on the market without public assistance. Large families

should be able to afford a few 3-bedroom homes, provided that down payment and closing costs can be managed.

Table 2-15: Upper Limits for Income Brackets in San Benito County: FY 2023

Persons in Household	Extremely Low Income	Very Low Income	Low Income	Median Income	Moderate Income	
1	\$23,400	\$39,000	\$62,350	\$78,000	\$93,500	
2	\$26,750	\$44,550	\$71,250	\$89,100	\$106,850	
3	\$30,100	\$50,100	\$80,150	\$100,200	\$120,200	
4	\$33,400	\$55,650	\$89,050	\$111,300	\$133,550	

Source: HUD Exchange 2023 CDBG Income Limits

The following income range amounts are based on a median family income for San Benito County as reported in the San Benito County Housing Element (2014-2023):

- Extremely Low Income: less than \$24,330
- Very Low Income: \$24,331 - \$40,550
- Other Low Income: \$40,551 - \$64,880
- Moderate Income: \$64,881 - \$97,320
- Above Moderate Income: \$97,321 and greater

The median monthly housing cost was \$1,856 (or \$22,272 annually) in 2021 for an existing home and the monthly housing cost for a new home estimate at approximately \$2,819 (or \$33,828 annually). In order to pay only 30 percent of household income for existing housing, a monthly income of \$14,425 (\$173,100 annually) is needed to afford an existing home and \$16,974 (\$203,685 annually) to afford a new home. From this calculation, only above moderate-income households could afford to purchase an existing home in San Juan Bautista. Given the price of new housing units, not even moderate-income levels could afford to become homeowners.

D. Regional Housing Needs

State law requires all regional councils of governments, including the San Benito Council of Governments (SB+COG), to determine the existing and projected housing need for its region (Government Code Section 665580 et seq.). SB+COG is also responsible for determining the portion allocated to each jurisdiction within the region. This is called the Regional Housing Needs Allocation (RHNA) process. The City's housing targets were presented in Chapter 1.

1. Existing Housing Needs

A continuing priority of the city is enhancing or maintaining residents' quality of life. A key measure of quality of life in a community is the extent of "housing problems." Housing problems primarily include overcrowding and overpayment, which are defined below:

- ✓ **Overcrowding:** Refers to a housing unit that is occupied by more than one person per room, excluding kitchens, bathrooms, hallways, and porches.

- ✓ **Overpayment:** Refers to a household paying 30 percent or more of its gross income for rent (either mortgage or rent), including costs for utilities, property insurance, and real estate taxes.

Overcrowding

Overcrowding occurs when housing costs are so high relative to income that families double or triple up to devote income to other basic needs such as food and medical care. Overcrowding also tends to result in accelerated deterioration of homes, a shortage of off-street parking, increased strain on public infrastructure, and additional traffic congestion. Therefore, maintaining a reasonable level of occupancy and alleviating overcrowding are critical to improving the quality of life in the community.

According to the ACS data 5-years estimates, 39 households in San Juan Bautista live in overcrowded conditions between 2017 to 2021. Table 2-16 details household sizes for San Juan Bautista. Per the U.S. Census Bureau, overcrowding is defined as households with more than one person per room. Renters typically are more likely to live in overcrowded conditions or overpay for housing. Renters represent 85 percent of all overcrowded housing units in San Juan Bautista.

Table 2-16: Tenure and Overcrowding: San Juan Bautista and San Benito County, 2021

	San Juan Bautista		San Benito County	
	Number	Percent	Number	Percent
Occupied housing units	699	100%	19,144	100%
Average household size of owner-occupied unit	2.35	(X)	3.24	(X)
Average household size of renter-occupied unit	3.11	(X)	3.41	(X)
Renter occupied:	305	44%	6,200	32%
0.50 or less occupants per room	171	56%	2,620	42%
0.51 to 1.00 occupants per room	101	33%	2,630	42%
1.01 to 1.50 occupants per room	33	11%	601	10%
1.51 to 2.00 occupants per room	0	0%	293	5%
2.01 or more occupants per room	0	0%	56	1%
Owner occupied:	394	56%	12,944	68%
0.50 or less occupants per room	307	78%	8,499	66%
0.51 to 1.00 occupants per room	81	21%	3,927	30%
1.01 to 1.50 occupants per room	0	0%	396	3%
1.51 to 2.00 occupants per room	0	0%	60	0%
2.01 or more occupants per room	6	2%	62	0%
Total Units with more than 1 persons per room	39	6%	1,468	8%

Source: U.S. Census Bureau ACS 5year 2017-2021, DP04: Housing Characteristics

Overcrowding is not a significant issue in the City compared to other regions in San Benito County. 10.82% of the renters in the City have overcrowding issues while 1.52% of owner-occupied households are living in overcrowded conditions. In San Benito County, 7.67% of the households are living in overcrowded condition; 4% of the owner-occupied households and 15.32% of renter-occupied households have experienced overcrowding. As per AFFH data viewer,

areas in Holister City and Salinas have moderate levels (10-15% overcrowding) compared to less than 5% in San Juan Bautista.

Overpayment

Housing overpayment occurs when housing costs increase faster than income. As is the case for many jurisdictions in California, it is not uncommon to overpay for housing in San Juan Bautista especially in light of the recent housing bubble and subsequent collapse. However, to the extent that overpayment is often disproportionately concentrated among the most vulnerable members of the community, maintaining a reasonable level of housing cost burden is an important contributor to quality of life.

Housing overpayment remains a significant problem in San Benito County, where many households pay a substantial portion of their income for housing. The problem is particularly severe for renters. Over the past decade, housing overpayment has increased significantly for homeowners but declined slightly for renters. This trend has shifted somewhat as the price of “for sale” homes have declined while interest rates have remained at historically low rates.

The following table shows that 100 percent of extremely low-income households in San Juan Bautista pay 30 percent or more of their gross income for their housing.

Table 2-17: Overpayment for Housing among All San Juan Bautista Households

% of Household Income Spent on Housing Costs	Renters	Owners	Totals
More than 30%	179	99	279
Extremely Low Income (0-30%)	25	40	65
Income between 30%-50%	65	10	75
Income between 50%-80%	89	30	119
More than 30% but less than 50%	120	39	159
Extremely Low Income (0-30%)	0	10	10
Income between 30%-50%	35	0	35
Income between 50%-80%	85	10	95
More than 50%	59	60	119
Extremely Low Income (0-30%)	25	30	55
Income between 30%-50%	30	10	40
Income between 50%-80%	4	20	24
Total households	390	295	690

Source: California Housing and Community Development Department 2015-2019 data

Within San Juan Bautista, both renters and owners of lower income households are experiencing overpayment. Overpayment is defined as paying more than 30 percent of a household’s gross

income for housing. The following table displays the total overpaying households, and highlights how lower incomes are particularly subjected to overpayment.

Table 2-18: Overpayment Lower Income Households

Households	Renters	Owners	Total
Total Households Overpaying	179	99	279
Lower Income Households (below 80% HAMFI)			
Total Lower Income Households Overpaying	179	80	259
Lower Income Households Overpaying (30% of Income)	179	80	259
Lower Income Households Overpaying (50% of Income)	59	60	119

Source: California Department of Housing and Community Development, 2015-2019

Overpayment amongst renters is the highest, with 64 percent of total overpaying households being renters. Further, lower income renting households are more prone to overpayment, with 100 percent paying over 30 percent of income and 33 percent paying over 50 percent of income. 19.86% of all households in the city are cost burdened with spending more than 50% of their monthly income for housing, while 14.83% of the County's households are cost burdened in the same way.

2. Low Income Housing Needs

According to the California Department of Housing and Community Development's 5th Housing Element data package, San Juan Bautista had approximately 70 extremely low-income households, representing approximately 10 percent of the total households. Out of the 390 renters in San Juan Bautista, 46 percent experienced a housing cost burden in 2019. Approximately 33.6 percent of the 295 owners had a cost burden as well. Amongst all households overpaying, 100 percent of renters experienced housing problems and 100 percent of owners did as well. The housing cost burden was highest amongst renters in lower income households paying more than 30 percent 81 percent of lower-income owners were using more than 30 percent of their income for housing. Approximately 75 percent of the lower income households experienced a severe housing cost burden of greater than 50 percent of household income.

Table 2-19: Housing Needs for Extremely Low Income (ELI) Households

	Renters	Owners	Total
Total Number of Households	390	295	685
Total Number of ELI Households	30	40	70
Number of ELI with any Household Problems	25	40	65
Number of ELI with Housing Cost Burden	25	40	65
Number of ELI with Severe Housing Cost Burden (50% of income)	25	30	55
Total Number of Households Experiencing Severe Housing Cost Burden	59	60	119

Source: Office of Policy Development and Research - Consolidated Planning/Comprehensive Housing Affordability Strategy Data, 2015-2019

Projected Need

The city currently has very low housing need allocation of 10 units. If San Juan Bautista assumes 50 percent of their very low-income regional housing need is extremely low-income households, the city has a projected need of at least 5 units for extremely low-income households. ‘

The city will address low-income housing needs by working closely with San Benito County and all relevant Agencies to facilitate and support fair housing program development and implementation. In addition to this, the city will continue to review its zoning ordinances to ensure a variety of housing to support extremely low income and low-income individuals/households including Single Room Occupancy and Accessory Dwelling Unit programs. The City commits to further changes to its Municipal Code to address fair housing issues.

3. Future Housing Need

Future housing need refers to the share of the region’s housing need that has been allocated to a community. In allocating the region’s future housing needs to jurisdictions, SB+COG is required to take into account planning considerations in Section 65584 of the State Government Code. These include market demand for housing, employment and commuting, availability of suitable sites and public facilities, type and tenure of housing, and other factors. SB+COG calculates future housing needs based upon regional and local forecasts of household growth, adjusted to allow for a sufficient number of units needed for normal vacancies and the replacement of units demolished or converted.

After construction need is determined, SB+COG applies a “fair share” formula to determine the number of housing units to be affordable at different income levels. The fair share calculation is performed to meet the State mandate to reduce the disproportionate concentration of lower-income households in any one community and ensure that each city shares in the region’s need for affordable housing.

Table 1-1, presented in Section 1, summarizes San Juan Bautista’s share, 88 units, of the region’s future housing need for the 2023-2031 planning period.

4. Assisted Housing At-Risk of Conversion

Existing housing that receives governmental assistance is often a significant source of affordable housing in many communities. According to the San Benito County 5th Cycle Housing Element, the Santa Cruz Housing Authority provided a total of 344 Housing Choice Voucher Program (Section 8) tenant-based vouchers in the cities of Hollister and San Juan Bautista. The Housing Element includes a target to conserve these vouchers.

There are 4 deed restricted units at Casa Rosa, located at 107 Third Street, a mixed use project. There are 10 deed-restricted ADUs in the completed Copperleaf Subdivision. Units are restricted BMI. New housing developments will be providing inclusionary units under affordability deed restrictions, or paying an in-lieu fee that will finance the construction of deed-restricted housing

units. Newly constructed ADUs that fall within the State definitions will have restrictions regarding ownership and occupancy, and by their nature, are expected to provide moderately priced housing.

This page intentionally left blank

The city recognizes that adequate and affordable housing for all income groups strengthens the community. Many factors can work to encourage or constrain the development, maintenance, and improvement of San Juan Bautista's housing stock. These include market mechanisms, government codes, and physical and environmental constraints. This section addresses those potential constraints.

A. Market Constraints

Land costs, construction costs, and market financing contribute to the cost of housing reinvestment and production. Although market conditions represent the primary driver, the City retains some leverage in instituting policies and programs to address market factors. The following discussion highlights market constraints to the production, maintenance, and improvement of housing.

1. Development Costs

The price of single-family housing and rents for apartments largely reflect construction costs, the cost of land and labor costs. As housing development costs increase, so does the price of housing. In San Juan Bautista, proximity to Silicon Valley employment centers coupled with limited land resulted in increasing home prices and rents during the first part of the housing element cycle.

Construction Costs

Construction costs vary widely according to the type of development, and the presence of environmental conditions. The International Code Council (ICC) established in 2021 that the average cost of good quality construction is \$203.34 per square foot for multi-family homes and \$189.34 per square foot for single-family homes.² Costs can also fluctuate based on project specific conditions such as poor soil conditions and/or contamination. San Juan Bautista is a historic community with a strong desire for new development to be of quality aesthetic design. A reduction in amenities and the quality of building materials could result in lower sales prices but not be in keeping with the community character. Prefabricated factory-built or manufactured housing, which is permitted in San Juan Bautista, may provide for lower priced housing by reducing construction and labor costs.

Land Costs

Another key cost component is raw land and any necessary improvements. Unlike construction costs and labor costs, the cost of residential and commercial sites in the city is highly variable. Cost considerations include the number of units or density of development permitted on a particular site and the location of the site in relation to other amenities. As finished vacant land becomes scarce, developers begin to pursue more costly underutilized sites, which may require the demolition of existing uses before a new project can be constructed. Thus, the price of land can vary significantly even assuming the same proposed project. Because of the limited size of

² <https://www.iccsafe.org/wp-content/uploads/BVD-BSJ-AUG21.pdf>

the community and minimal land turnover, it is difficult to gauge per square foot values accurately. However, based on realty websites, it can be estimated that approximately 5 acres of land within the City can cost up to \$637,254 depending on its locations and views (https://www.realtor.com/realestateandhomes-search/San-Juan-Bautista_CA/type-land).

Labor Costs

Historically, the cost of labor has been a fixed cost component of housing construction. Similar to the cost of construction materials, labor costs are relatively stable throughout a metropolitan area and beyond the control of local governments. Thus, labor costs become a fixed cost in comparison to other more site-specific costs, such as land. In recent years, however, labor organizations pushed for changes in State law which affected labor costs for public works projects as well as housing.

In January 2002, Senate Bill 975 significantly expanded the definition of public works projects and the application of the State's prevailing wage requirements to such projects. The bill also expands the definition of what constitutes public funds and captures significantly more projects beyond traditional public works projects that involve public/private partnerships. SB-975 requires payment of prevailing wages for most private projects built under an agreement with a public agency providing assistance to the project. The breadth of the legislation substantially limits the ability of public agencies and private entities to structure transactions to avoid prevailing wages for private construction work. While the City has not been in the position to provide assistance to potential housing projects, any future assistance will be affected by this legislation.

SB-972 provides some relief by exempting from prevailing wage requirements the following projects:

- self-help housing projects in which no less than 500 hours of the construction work is performed by the homebuyers;
- the new construction, rehabilitation, or expansion of a temporary or transitional housing facility for the homeless;
- assistance for the rehabilitation of a single-family home; and
- affordable housing projects funded by below-market rate loans that allocates at least 40 percent of its units for at least 20 years to low-income households (80 percent of median family income)

While providing some relief, SB-972 falls short of what the city and other jurisdictions desire and feel is necessary to produce housing.

2. Mortgage and Rehabilitation Financing

The availability of financing affects a person's ability to purchase or improve a home. As the requirements for qualification have changed, so has the ability of individuals and families to obtain financing for home purchase and improvement. Again, because of the limited size of San Juan Bautista, detailed information specific to the city is difficult to locate. Housing prices have limited the ability of lower income households to purchase in San Juan Bautista. Fixed incomes and depressed values have made refinancing for improvement extremely difficult in the City. Combined with the City's lack of financial resources to assist, residents will continue to find it

difficult to maintain and improve their homes. The City hopes to obtain Community Development Block Grant Funds in the future which can be used to assist property owners and neighborhoods.

3. Foreclosures

Although foreclosure rates increased significantly during the recession, the housing market has recovered and foreclosure rates have returned to a normal level. It is not unusual for homes that are in the foreclosure process to sit vacant and unmaintained for months on end. This impact destabilizes neighborhoods, encourages vandalism and other forms of criminal activity, and contributes to lower property values; vacant homes represent a potential detriment to existing neighborhoods. Where problems have arisen in San Juan Bautista, the City has found enforcement through normal property maintenance provisions to be difficult, primarily because the many homes are owned by out of area banks with little or no tie to the community.

4. Typical Development Time Frame

The ability of development companies to move from full entitlements and permits to construction can affect housing affordability. If the typical development time frame exceeds one year, this can increase holding costs and drive up the cost of housing construction.

According to City staff, the typical timeframe between entitlements/permits and construction is nine to 14 months in San Juan Bautista, roughly within the suggested one-year timeframe. This timeframe will be re-evaluated in the next Housing Element update, but for now, no new housing program is provided.

B. Governmental Constraints

Local policies and regulations can impact the price and availability of housing and in particular, the provision of affordable housing. Land use controls, site improvement requirements, and permit processing procedures may present constraints to the maintenance, development, and improvement of housing. This section discusses potential governmental constraints.

A. Provisions for a Variety of Housing Types

This section discusses the various types of housing that are accommodated in the City of San Juan Bautista.

Multi-Family Housing

Multi-family housing makes up approximately 26.3 percent of the existing housing stock in San Juan Bautista (2021 Census). The City's Zoning Ordinance expressly permits multi-family projects in the R-2 and R-3 zoning districts. In the R-3 zone, multi-family developments can be built up to a density of 21 units per acre. In addition, multi-family housing, such as apartments and condominiums, is permitted with site review in the Mixed Use (MU) district; residential located above commercial is also conditionally permitted in the Commercial (C) district. The maximum density for the MU is 15 units per acre.

Typical timelines to process a permit for residential development in the MU district varies greatly. More complex projects, such as apartment, condominium or townhouse complex

developments may require approval of both the Planning Commission and City Council, and take considerably longer to gain approval by nature of the processing required. As multi-unit projects are a significant part of how San Juan Bautista can meet State mandated affordable housing goals, streamlining the development process through programs and policies identified in Chapter 5. Table 3-1 summarizes housing types permitted by zoning district.

Table 3-1: Conventional Housing Types Permitted by Zone

Housing Types Permitted	Residential Zones			Commercial Zones		Other
	R-1	R-2	R-3	C	MU	A
Single-family dwellings	P,S	P,S	--	--	--	P,S
Residential above commercial	--	--	--	C	P	--
Manufactured homes	P,S	P,S	--	--	--	P,S
Co-housing/shared housing	--	--	C	--	C	--
Multiple-family	--	P,S	P,S	--	P,S	--
Mobile home parks	--	--	P,S	--	--	--
Accessory dwelling units*	P,S	P,S	P,S	--	C	P,S
Transitional/supportive housing	P	P	P	P	P	P,S
Residential care facilities - small	P,S	P,S	P,S	--	--	--
Residential care facilities - large	--	--	P,S	--	--	--
Farmworker housing	--	P,S	P,S	--	--	P,S

Source: City of San Juan Bautista Municipal Code, Title 11

Notations:

P = Permitted (No Public Hearing)

C = Conditional Use Permit (CUP) issued by Planning Commission with Public Hearing

S = Site Review (note: *ADUs located within existing structures are allowed without any site review or other discretion)

Accessory Dwelling Units

In November 2021, the City adopted Ordinance No: 2021-03, amending Section 11-29-010 of the City's Zoning Ordinance to delete reference to Second Units; repealing Section 11-04-050 of the Zoning Ordinance and adding a new Section 11-04-050 of the San Juan Bautista Municipal Code to conform with State Regulations (California Government Code Sections 65852.2 and 65852.22, AB 68, AB139, AB 587, AB 670, AB 671, AB 881, AB 2299 and SB13) relating to Accessory Dwelling Units (ADUs). It establishes regulations and procedures for reviewing and permitting ADUs and Junior ADUs through a ministerial process consistent with California Government requirements.

The changes include provisions allowing the development of accessory dwelling units (ADUs and the main requirements are as follows:

- The unit is not intended for sale separate from the primary residence and may be rented; the rental must be for a term longer than thirty (30) days.
- The lot is zoned for single-family or multifamily use and contains an existing, single-family dwelling;

- The unit is either attached to an existing dwelling or located within the living area of the existing dwelling or detached and on the same lot;
- The total floor area of an increased floor area of the unit does not exceed 50 percent of the existing living area or 800 square feet, whichever is greater;
- The total area of floor space for a detached accessory dwelling unit does not exceed 800 square feet;
- No passageway can be required;
- No setback can be required from an existing garage that is converted to an ADU;
- Compliance with local building code requirements; and
- Approval by the local health officer where private sewage disposal system is being used.

The units are principally permitted on appropriately sized lots within the R-1, R-2, R-3, and MU zones. The purpose of permitting additional living units is to allow more efficient use of existing housing and to provide the opportunity to develop small housing units meeting the housing needs of the community while preserving the integrity of single-family neighborhoods.

Approval of ADUs that are part of an existing structure are approved ministerially, with no site plan or architectural review. Approval of ADUs that are to be located in new structures is subject to site plan and design review requirements, and historic review requirements (same as single family homes). The maximum floor area of an ADU is 850 square feet or 50 percent of the floor area of the main residence on the lot, whichever is less.

In 2019, the City revised its development impact fees to correct impact and building permit fees for ADUs. This was necessary because in 2013, when the city revised its development impact fees for residential construction, the revision had the unintended consequence of raising fees for ADUs disproportionately. No City-imposed impact fees are charged to ADUs that are less than 600 square feet. In the 2019 revision, impact fees for an ADU is the floor area of the primary dwelling, divided by the floor area of the accessory dwelling unit, times the typical fee amount charged for a new dwelling. Where the total fee of residential construction is \$2,449.11 for a typical single family dwelling unit, the fee for an ADU per 600 square feet is \$612.28.

Factory Built Housing and Mobile Homes

The City permits manufactured and factory-built housing in all districts that allow single family dwellings (i.e., R-1, R-2, and A Districts), provided that the units are consistent with the current California Building Code (CBC) regulations and what is updated with CBC effective January 1, 2020. Mobile homes comprise approximately 2.9 percent of the housing stock in San Juan Bautista in 2021. Mobile home parks are only permitted, with site review, in the R-3 residential zone. As shown in Figure 3-1, there are three mobile home parks in the city. Because of the limited number of tenants affected and the cost of implementing, the city has not chosen to adopt a Mobile Home Rent Stabilization Ordinance.

Special Needs Housing

In addition to conventional housing, the city also permits various special needs housing to allow persons with special needs equal access to housing opportunities in San Juan Bautista. These

facilities include residential care facilities, transitional housing, emergency shelters, group care facilities, and farm labor housing. Specific zoning code provisions for these uses are detailed in Table 3-2.

Table 3-2: Special Needs Housing Types Permitted by Zone

Housing Types Permitted	Residential Zones			Commercial Zones		Other	
	R-1	R-2	R-3	C	MU	PF	A
Emergency Shelters, Homeless Shelters	C	C	C	X	C	P	X
Rooming and boarding	X	C	C	X	X	X	X
Residential care facilities – small	P,S	P,S	P,S	X	X	X	X
Residential care facilities – large	X	X	P,S	X	X	X	X
Farmworker housing	X	P,S	P,S	X	X	X	P,S

Source: City of San Juan Bautista Municipal Code, Title 11

Notations:

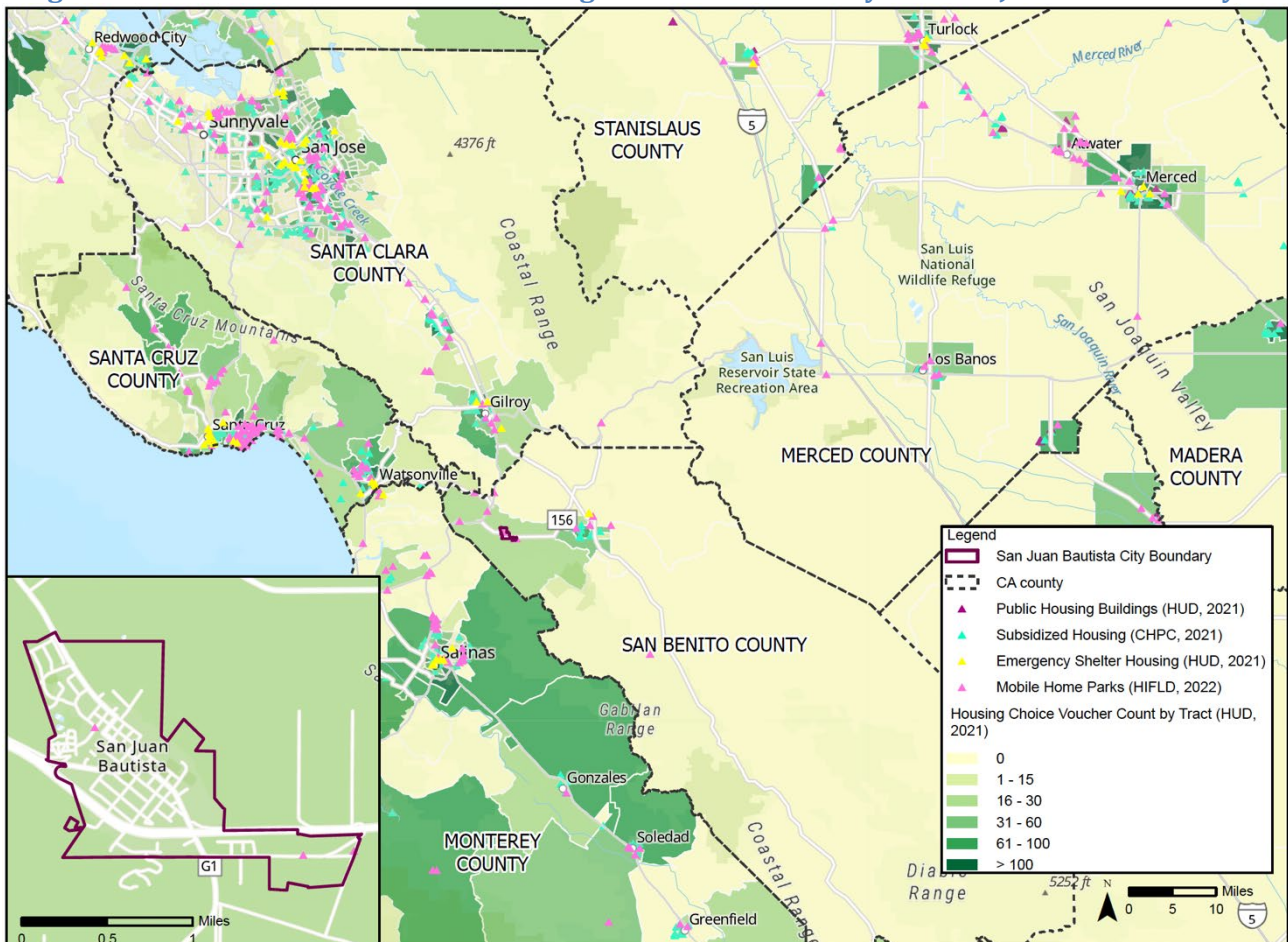
P = Permitted (No Public Hearing)

C = Conditional Use Permit (CUP) issued by Planning Commission with Public Hearing

S = Site Review

X = Not permitted

Figure 3-1: Location of Subsidized Housing in San Benito County and San Juan Bautista City



Sources: U.S. Department of Housing and Urban Development; Updated Feb, 2022.

Residential Care Facilities

According to the Community Care Facilities Act in the California Health and Safety Code, facilities serving 6 or fewer persons (including foster care) must be permitted by right in all residential zones allowing single-family housing. Such facilities cannot be subject to more stringent development standards, fees or other standards than single-family homes in the same district.

The San Juan Bautista Zoning Ordinance contains provisions for both small (6 or fewer persons) and larger residential care facilities (7 or more persons) and allows small residential care facilities in all zones where a single-family home is allowed, and the same standards apply to both. Furthermore, the Zoning Ordinance contains no special provisions for residential care facilities that would limit the number of facilities that could be developed in proximity to one another.

Transitional and Supportive Housing

Transitional housing is typically defined as temporary (often 6 months to 2 years) housing for an individual or family that is transitioning to permanent housing or for youth that are moving out of the foster care system. Supportive housing is designed for individuals facing long-term living challenges that would otherwise be incapable of living independently. Mixed-Use zoning has the most vacant space located near services, such as public restrooms. The Zoning Ordinance expressly addresses transitional and supportive housing within the city.

As part of this Housing Element update and in response to recent State requirements (SB-2) that mandate transitional housing by right, the City amended the Zoning Ordinance in October 2019 to explicitly address supportive and transitional housing facilities in public facilities and residential districts by right. Presently, based on the capacity analysis conducted in Chapter 4, there is adequate capacity to provide transitional and supportive housing facilities in residential districts. The Zoning Ordinance now permits transitional and supportive housing as a residential use, subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

In 2018, AB 2162 was passed into law requiring permanent supportive housing by right where multifamily and mixed use are permitted, including non-residential zones permitting multifamily uses. The City's Zoning Ordinance is currently out of compliance with this new law, so a housing program has been included in this update to bring the Zoning Ordinance into compliance with the requirements of AB 2162 within one year (see Program 3.7, in Chapter 5, below).

Government Code Section 65660 et seq. requires that local jurisdictions allow low barrier navigation centers by right in areas zoned for mixed use and non-residential zones permitting multifamily uses. A "low barrier navigation center" is a service-enriched shelter that focuses on moving people into permanent housing while providing temporary living facilities. The City's Zoning Ordinance is currently out of compliance with this law, so a housing program has been included in this update to bring the Zoning Ordinance into compliance with the requirements of Government Code Section 65660 et seq. within one year (see Program 3.8, in Chapter 5, below).

Emergency/Homeless Shelters

An emergency/homeless shelter, expressly addressed in the Zoning Ordinance, is a facility that provides shelter to families or individuals on a limited, short-term basis. The City amended its

Zoning Ordinance to allow for emergency/homeless shelters, with no discretion by the City, within the PF District. The City also permits emergency/homeless shelters in the R-1, R-2, R-3, and MU zoning districts as a conditional use. There is capacity to permit additional emergency shelters in the city. A project has been added to revise the zoning code to be fully compliant with current laws with regards to permitting emergency shelters.

Farm Labor Housing

Housing for migrant or short-term farmworkers, such as labor camps and specialized dormitory-style living facilities are currently not specifically identified in the zoning ordinance. The city has determined that Farmworker Housing is permitted in zoning districts R-2 and R-3 with Site Review. The Municipal Code was amended in October 2014 to conform to the provisions of Sec. 17021.5 and Sec. 17021.6 of the Health and Safety Code (The Employee Housing Act).

In addition to complying with the minimum requirements of the Employee Housing Act, the City has: (1) removed constraints on the development of housing for farmworkers, including minimum parcel size and requiring the farmworkers to work on the property the housing is located, (2) established procedures and development standards to promote certainty in approval and (3) ensured density requirements permit a variety of housing types (i.e., multifamily, dormitory, etc.) The city has also evaluated development standards, or other factors that might place a constraint on the development of housing for farmworkers with local stakeholders and nonprofit developers and modify zoning and development standards, to ensure zoning encourages and facilitates housing for farmworkers. The city has considered other changes including using its inclusionary housing program for farmworkers as a means of increasing the number of farmworker housing units.

B. Development Standards

Adopted in 2015, the General Plan Land Use Element sets forth the City's policies regarding local land development. These policies, together with existing zoning regulations, establish the amount and distribution of land allocated for different uses. The Land Use Element provides for residential land use categories and commercial/mixed use categories, which permit residential units as a conditional use, as summarized below in Table 3-3.

Residential Development Standards

The City regulates the type, location, density, and scale of residential development primarily through the Zoning Ordinance. Zoning regulations are designed to protect and promote the health, safety, and general welfare of residents, as well as implement the policies of the General Plan. The Zoning Ordinance also serves to preserve the character and integrity of neighborhoods. The Ordinance sets forth the City's specific residential development standards, summarized in Table 3-4. As discussed above, in addition to residential zones, residential uses are also permitted in the Commercial and Mixed-Use Zoning District.

Table 3-3: Land Use Categories Permitting Residential Use

General Plan Land Use Category	Zoning District	Residential Density (Units per Net Acre)	Typical Housing Types
Rural Residential and Low Density Residential	R-1	0.5 to 5.0 or 7.0 ¹	Exclusively single-family homes in low density and established neighborhood settings.
Medium Density Residential	R-2	6 to 10	Cluster developments, mini-lot subdivisions, condominiums, townhomes, apartments, mobile homes
High Density Residential	R-3	11 to 21	Multi-story apartment and condominium complexes
Agriculture	A	0.5 to 7.0 (10% lot coverage)	Farmworker housing, single-family homes, manufactured homes, transitional housing, and homeless shelters
Commercial	C	Based on nearest multi-family residential districts (R-2 or R-3)	Apartments, single room occupancy units and condominiums provided units are located above commercial use
Mixed Use	MU	15	Apartments, single room occupancy units, and condominiums primarily in conjunction with commercial uses on a site

Source: Land Use Element, 2035 City of San Juan Bautista General Plan, and Title 11 of the San Juan Bautista Municipal Code

Notes: (1) District R-1-5 of the City's Municipal Code states a density range of 0.50 to 7, while Districts R-1-6 and R-1-7 both have a range of 0.50 to 5.

Table 3-4: Residential Development Standards

Zoning District	Maximum Density (du/ac)	Minimum Lot Size (sq. ft.)	Maximum Building Coverage (%)	Maximum Building Height (ft.)	Side Setback	Front Setback	Rear Setback
R-1	7	7,000	50%	30' (2 stories)	5'	20'	20'
R-2	10	8,000	45%	35' (2 stories)	5'	20'	10'
R-3	21	10,000	50%	35' (2 stories)	5'	20'	10'
A	n/a	n/a	10%	30' (2 stories)	40'	40'	40'
C	None	5,000	85%	50' (3 stories)	(1)	(1)	(1)
MU	15	NA	85%	50' (3 stories)	(2)	(2)	(2)

Source: City of San Juan Bautista Municipal Code, Title 11

Notes: (1) The same as the bordering residential district.

(2) 10 percent of the depth of the lot or 10 feet, whichever is less. Planning Commission may allow deviations of the setbacks based upon individual project site plan and building layout.

In October 2019, the city revised its Zoning Ordinance to include special development standards for a mixed-use parcel added to the list of available sites after the close of the update period, to accommodate the City's RHNA (see Table 4-1 in Chapter 4, below). These standards read as follows:

Special standards and conditions apply to one affordable housing site (APN 002-350-002) owned by the health Foundation in the zoning district (MU Mixed Use) through the year 2027 only, as follows:

- The allowable density for the designated affordable housing site is a minimum of 20 units per acre and a maximum of 24 units per acre;*
- Twenty (20) percent of the development on the affordable housing site must be owner-occupied and/or rental multi-family uses that are affordable to lower-income households; and*
- All development on this affordable housing site must be permitted by right (i.e., no conditional use permit, planned development permit, or other discretionary review or approval).*
- The owner of the site has the right to develop this mixed-use site as 100 percent multi-family housing without a Conditional Use Permit or other discretionary action,*
- If the owner of the site chooses to develop the site as mixed use (commercial and residential, combined), then at least 50 percent of floor area must be developed as a minimum of 16 multi-family dwellings; and*
- Any development that takes place on APN 002-350-002 would accommodate necessary historic preservation efforts on or off site that would be in compliance with the City of San Juan Bautista Historic Resource Preservation Ordinance (Chp. 11-06) and the Secretary of Interior Standards.*

Except for those usual standards in conflict with the special standards and conditions above, all usual development standards for this zoning district (as shown in the table) also apply to the affordable housing site.

In general, development standards may limit the number of units that may be constructed on a particular piece of property and thus increase the unit costs of development. However, as described below, there is no direct evidence that the development standards have impeded the production of housing in the city.

The City does require that residential or mixed-use projects of six or more units shall not be approved in any area of the City unless at least one such housing unit is reserved for sale to very low- or low- income households or reserved as rental units for very low- or low-income households for each five units of market-rate housing. The city will continue to evaluate its development standards to ensure that the standards do not impede housing production.

Density: The maximum density permitted, defined in terms of the number of units per acre, varies by zone. The maximum density ranges from 5.0 units per acre in the R-1 (single family) zone to 21 units per acre in the high-density R-3 zone (up to 24 units per care for a designated affordable housing site). The city also permits housing in the Mixed-Use zone. By permitting a range of densities, the city facilitates the development of a variety of housing types, ranging from low-density single-family residences to apartment and condominium complexes. The city also encourages new housing to be developed at the highest end of the permitted density ranges to

maximize the number of units available. An analysis of actual development densities and permit times is presented in the next section.

Structural Limits: Zoning Ordinance regulations affect the size of structures by setting limits on lot coverage and height. Generally, San Juan Bautista’s residential development standards are comparable to those Hollister and San Benito County, including minimum lot area and height standards. For example, the maximum building height (35 feet) in San Juan Bautista’s R-3 zone is the same as the 35 feet in the Hollister R-3 zoning district. Single-family lot sizes are also generally the same size as in Hollister and San Benito County.

Parking Requirements: The City’s parking requirements for residential districts vary by housing type and anticipated parking needs, and increase by unit size (number of bedrooms). For single-family projects, every dwelling shall be provided with at least 2 parking spaces, at least one space shall be covered by a garage or carport. For multi-family projects, a minimum of one covered space is required, plus guest parking at a ratio of one-half space per unit. The number of required uncovered spaces required varies from zero for a studio unit to a maximum of 2 uncovered spaces for 4 or more-bedroom units. The ordinance provides the opportunity for Planning Commission waiver of the covered parking requirement. Parking requirements may also be reduced through the use of Density Bonus per State law. The City’s parking requirements are similar to those in many jurisdictions in California and reflective of private vehicle ownership rates in San Juan Bautista. Table 3-5 shows parking requirements for the base residential districts.

The city requires one parking space for ADU, and that space can be provided in tandem with existing spaces or in the front yard setback. No parking is required for ADUs if the ADU meets any of the following:

- Is within a half mile from public transit;
- Is within an architecturally and historically significant historic district;
- Is part of an existing primary residence or an existing accessory structure;
- Is in an area where on-street parking permits are required, but not offered to the occupant of the ADU; or
- Is located within one block of a car share area.

Table 3-5: Parking Requirements

Housing Type ¹	Covered Spaces	Uncovered Spaces	Guest Parking
Single-Family Dwelling	1	1	--
Multifamily Dwelling			
Studio	1	--	½ space per unit
1-Bedroom	1	--	½ space per unit
2-Bedroom	1	1	½ space per unit
3-Bedroom	1	1	½ space per unit
4-Bedroom	1	2	½ space per unit
Emergency Shelter	1 space per 5 beds	--	--

Transitional Housing	1 space per unit	--	--
Affordable Housing	1	--	--
ADU ²	--	1	--

Source: SJB Zoning Ordinance, Chapter 11-11.

Note: ¹Off-Street Parking is required for each attached and detached ADU. For parcels with mixed use development within the MU district, the number of off-street parking spaces required by this section shall be reduced by 10 spaces or 25 percent of the otherwise required number of spaces, whichever is greater, if the parcel is within 400' of a public parking lot or garage.

²See explanation above

Flexibility in Development Standards

The city offers various mechanisms to provide relief from development standards typically required of all residential projects, including allowing residential uses in commercial districts, density bonuses, variances, and planned unit development.

Residential Uses in Commercial Districts: As the availability of vacant and underutilized residential land has diminished, property owners have considered building housing in the downtown commercial area. The city permits housing in the Mixed Use (MU) district, and conditionally in the Commercial (C) district if the residential use is located above a commercial use. By allowing residential uses in commercial areas, the city has identified additional areas where new housing may be built. Several units have been approved and/or constructed in the MU district.

Density Bonus: In compliance with State law, the city offers a density bonus (up to 50 percent) in the Mixed-Use District for special needs housing and 100 percent affordable housing to developers. The City relies on California Government Code Section 65915 for guidance on proposals.

Non-conforming Ordinance: The Non-conforming Ordinance was structured to help the city maintain its existing housing stock. The Ordinance allows existing parcels to maintain non-conforming units based on density, setbacks, or lot coverage. The ordinance also permits the expansion of non-conforming use by conditional use permit and a non-conforming structure by administrative review. The non-conforming ordinance protects existing housing by allowing residents an option to maintain and in some cases expand existing units.

Reasonable Accommodation: State housing law requires a Housing Element to contain an analysis that demonstrates local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need and from meeting the need for housing for persons with disabilities, including persons with developmental disabilities. This requirement came about in the 2001 legislative session (SB 520) and supplements the provisions of the Federal Fair Housing Amendments Act of 1988. In 2010, this requirement was supplemented with Senate Bill 812 requiring housing elements to include an analysis of persons with developmental disabilities.

Consistent with recent changes in State law, the City of San Juan Bautista amended its municipal code in 2019 to provide reasonable accommodations for individuals with disabilities to make requests for reasonable accommodation with respect to zoning, permit processing, or building

laws. A new housing program has been added to this Housing Element update to advertise these new reasonable accommodation provisions to the community at large (see Program 5.2, in Chapter 5, below).

On a related matter, the city has defined “Family” in its Zoning Ordinance (see Chapter 11-29 of the San Juan Bautista Municipal Code) as follows:

“Family” means 2 or more persons living together as a single housekeeping unit in a dwelling unit; provided, that this shall not exclude the renting of rooms in a dwelling unit as permitted by district regulations.

As this definition makes no reference to “blood relationship,” it does not pose an unreasonable government constraint on the price and availability of housing and in particular, the provision of affordable housing.

C. Development Permit Procedures

The Community Development Director/City Planner is principally responsible for review and processing of residential development applications and as appropriate, coordinating the processing of those applications with other City functions and outside agencies. The city uses various development permits to ensure quality housing within San Juan Bautista, while minimizing the costs associated with lengthy review. The following permits are most frequently used in San Juan Bautista.

Site Plan and Design Review (and Historic Review)

The city requires Site Plan and Design Review for new commercial and multi-family projects in the City. Depending on the nature of the project, remodels of residential structures may be subject to review subject to the location within the City’s Historic District. This process is intended to ensure that development standards are met and aesthetic qualities are maintained both in and outside the Historic District. From the time of submittal and completeness to Planning Commission review, the processing timeline is generally up to 2 months. The process is straight forward so long as the applicants have met all of the applicable codes regarding building, fire, engineering, planning, etc.

Required findings for Site Plan and Design Review include:

- The project is consistent with the standards and requirements of the San Juan Bautista Municipal Code.
- The project is consistent with the goals and policies of the General Plan and any applicable specific or community plans.
- The project contributes to safeguarding the City’s heritage and cultural and historic resources. The city has retained an Architectural Historian to review projects associated with heritage, cultural, and historic sensitivities. All proposed projects, including the Copperleaf project was approved, and none denied.
- The project is compatible with the surrounding character of the environment because the architectural design, materials and colors harmonize with the character of surrounding development, or other improvements on the site and specific design elements (e.g., balconies, fencing, screening of equipment and utility installations, signs, and lighting) are incorporated into the project.

- The location and configuration of the project harmonizes with the site and with surrounding sites or structures. Structures do not dominate their surroundings to an extent inappropriate to their use and do not unnecessarily block significant views or solar access to adjacent properties.
- The project effectively uses architectural details to break up mass. Roof planes are varied without being overly complex. Otherwise, monotonous long or 2-story walls are well-articulated with details such as building off-sets and window features that are compatible with the design and not overly ornate.
- The landscape design, if any, including the location, type, size, color, texture, and coverage of plant materials, provisions for irrigation, and protection of landscape elements have been considered to create visual relief and complement the structures to provide an attractive and water-conserving environment.
- The design and layout of the proposed project does not interfere with the use and enjoyment of neighboring existing or future development, does not result in vehicular and/or pedestrian hazards, and promotes public health, safety, and welfare.
- The existing or proposed public facilities necessary to accommodate the proposed project (e.g., fire protection devices, public utilities, sewers, sidewalks, storm drains, street lights, traffic control devices, width and pavement of adjoining streets, etc.) are available to serve the subject site.

These findings constitute an objective set of standards and guidelines that allow an applicant for a residential development permit to determine what is required in order to mitigate cost impacts. Planning Commission approval is required for Site Plan and Design Review.

Multifamily Housing Permits

The city has an informal review opportunity allowing an interested developer to present their tentative project plans to the Planning Commission to get input before making the building application. The city is also available to help give guidance on what the City's standard are for multifamily residential. The applicant will need fill out a building permit and give the City all the required pieces of information to review the project. Once the information is reviewed by staff it will be brought to the Planning Commission for review. If the applicant took advantage of the informal review and addressed the concerns of the Planning Commission then the project has a higher rate for approval th^e 1st time. Once the Planning Commission approves the project then the build permit can be issued. This process time frame can vary from between one and 3 months.

Conditional Use Permits

The city may require a Conditional Use Permit (CUP) for projects requiring special attention to site planning. Current Zoning Code requires residential uses in commercial zones, larger community care facilities, emergency shelters and transitional housing. A project has been added to revise the zoning code to be fully compliant with current laws with regards to permitting emergency shelters. The city will amended the Zoning Ordinance to allow transitional housing without requiring such conditional use permits in the R-1, R-2, R-3 and PF Zoning Districts. Whether ministerial or not, to apply for these permits, an applicant must submit site plans, floor plans, elevation illustrations, grading/drainage plan, soils and drainage reports, and other material. The time frames associated with securing a discretionary permit depends on the public hearing process and staff review process. Depending on environmental review times and

public hearings, a CUP may take a few months, with final action by the Planning Commission. Ministerial permits will be approved at staff level.

Planned Unit Development (PUD) Permits

The PUD process is an integrated development review process; meaning the application covers all applicable planning review processes. The PUD process provides the City and developer flexibility in design and utilization of land which yields a more cost effective and better product for both the applicant and community. Without an EIR, PUD applications are processed from initiation to approval in 6-9 months. Developers often use the Planned Development (PUD) process to produce creative projects on problem lots larger than one acre in size, where conventional zoning requirements and approaches would often preclude them.

Permit Streamlining

In 2017, the California Legislature passed SB 35 to address streamlined review for affordable housing projects. SB 35 applies to cities and counties that have not made sufficient progress toward meeting their affordable housing goals for above-moderate- and lower-income levels as mandated by the State. In an effort to meet the affordable housing goals, SB 35 requires cities and counties to streamline review and approval of eligible affordable housing projects through a ministerial approval process, exempting such projects from environmental review under the California Environmental Quality Act (“CEQA”). HCD has determined that the City of San Juan Bautista is subject to SB 35 streamlining provisions.³ At least 50% of the proposed residential units must be dedicated as affordable to households at 80% AMI for either rental or ownership projects.. A new housing program has been added to this Housing Element update to address the provisions of SB 35 (see Program 4.4, in Chapter 5, below).

Permit Processing Summary

In summary, the City’s permit processes facilitate the construction of quality housing in a timely manner. The timeframes are reasonable and, where applicable, well within the requirements of the Permit Streamlining Act. To further streamline processing and reduce constraints on the production and improvement of housing, the PUD process uses concurrent processing. In addition, qualified affordable housing projects receive priority processing in advance of all non-priority items. Finally, the City’s one-stop permit center continues to provide prompt service, benefiting the city and developers by facilitating the production of quality housing.

D. Developed Densities and Permit Times

The following is detailed information of the major housing developments approved by the City of San Juan Bautista since 2017 at densities in compliance with Government Code §65583.2.

1112 & 1114 Third Street (Manuel Lopez) – Completed.

- Two story (duplex) multi-family residential structure in R-2 Zone (Medium Density Residential)

³ https://www.hcd.ca.gov/sites/default/files/2022-06/sb35_statewidedeterminationsummary.pdf

- Size: 0.161 Acres
- Unit: 2 units for above moderate-income households
- Under Section 15332 “Infill Development Project” (a) thru (e) the project is categorical exempt from CEQA guidelines.
- This project was proposed in early 2017. The Planning Commission conducted public hearings to consider approval of a Site and Design Review Permit. Upon reviewing the proposed plans and revisions, the project was approved. Permit issued 10/7/2020.

Casa Rosa - 107 Third Street - Approved and under construction, with four (4) deed restricted units above commercial.

- A restaurant, bar, and 2 bedroom/2 bath residential units in MU – Mixed Use District
- Size: 4,190 square feet
- The project is categorically exempt under Section 15331 “Historical Resource Restoration/Rehabilitation” of the California Environmental Quality Act. The proposed project involves exterior, interior, and site alterations to 107 Third Street, with the main goals of having a restaurant on the first floor of the main building, an apartment on the second floor of the main building, and additional dining, kitchen, utilities, garage, and storage space within an expanded rear addition.

302 Seventh Street – Completed.

- New single-family dwelling of 2 Stories (above moderate income)
- Size: 1,766 square feet with attached Garage (488 sq ft) and Porch (54 sq ft)
- Permit issued 2/22/2021.

49 Monterey Street – Completed.

- New 2-story single family residential
- Size: 1,766 square feet of lot with 488 square feet garage and 54 square feet porch
- Permit issued 3/31/2022.

414 Seventh Street – Completed.

- ADU (1 unit) attached to single family residential, above moderate-income
- Permit issued 10/14/2021.

Copperleaf – Completed.

Copperleaf was developed by Edenbridge Homes.

- 45 lots, 1 unit per lot to equal 45 units, plus 10 additional Accessory Dwelling Units placed on 10 various lots within the development. The total of 55 units completed, i.e., 45 SFDs, and 10 ADUs which are deed restricted.
- 13.3 acres

- R-1 Zone (Low Density Residential)
- 4.1 units per net acre (actual)
- The Planning Commission first reviewed the tentative map and design on March 1, 2016. The final map was approved by City Council on April 13, 2017.

Rancho Vista – Completed.

Rancho Vista was developed by Meritage Homes.

- 85 lots, 1 unit per lot to equal 85 units, plus 6 additional Accessory Dwelling Units placed on 6 various lots within the development. A total of 91 units completed.
- 29.43 acres
- R-1 Zone (Low Density Residential)
- 3.1 units per net acre (actual)
- The project was first proposed in early 2014. City Council approved zone change and the Mitigated Negative Declaration on December 4, 2014. The final map was approved by City Council on June 26, 2018.

Hillside Vistas – In Process

Hillside Vistas was developed by Elite Development.

- 27 lots. Final map approved for 8 lots as single family residential.
- 5 acres
- R-2 Zone (Medium Density Residential)
- 5.4 units per net acre (actual)
- Planning Commission approved the tentative Map for 27 lots on August 5, 2014. The City Council approved the Final Map for 8 lots out of the 27 lots on October 18, 2016. The remaining 19 lots need to be complete via Final Map, anticipated to be completed by the end of 2023. Currently, there has been discussion with the developer and City Staff about increasing the density of the area where the remaining 19 lots are located. No action has been taken at this time.

The number of projects does not conclusively indicate that housing policies are a hindrance to the construction of the San Juan Bautista's share of regional housing needs. Instead, the shortfalls are more likely a result of site conditions that resulted in an actual gross-to-net conversion factor that was greater than 20 percent.

E. Growth Management

The City of San Juan Bautista has a history of growth control ordinances. On January 12, 2009, by Order and Judgment of the Superior Court of San Benito County, the City's Growth Management

Ordinance was found to be invalid, unlawful and unenforceable. Per Ordinance No. 2009-03, a new Growth Management Ordinance was enacted with the express intent of:

1. Providing adequate opportunity for residential development in accordance with the General Plan; and
2. Within the limitations of sewer and water capacity. The growth management ordinance, as revised, has not impacted production of housing. The growth cap is representative of General Plan capacity. Further, the allocation process reflects incentives for development of senior, disabled and lower income households. The Growth Management Ordinance does not apply beyond 2015, and a program is included to remove it from the City's municipal code.

The city currently has no growth control ordinance in effect.

F. Building Codes and Site Improvements

Section 10-1-110 of the City's zoning ordinance states, "The Building Code for the City of San Juan Bautista shall be the latest current edition of the Uniform Building Code and any appendices thereto as adopted by the International Building Officials Conference." Therefore, in essence, the City has adopted the current 2020 California Building Code (CBC) which establishes standards and requires inspections at various stages of construction to ensure code compliance and minimum health and safety standards. The city has adopted no amendment to the CBC.

The City's Building Code also requires new residential construction to comply with the Federal Americans with Disabilities Act (ADA), which specifies a minimum percentage of dwelling units in certain developments that must be fully accessible to the physically disabled. Although these standards and the time required for inspections increase housing production costs and may impact the viability of rehabilitation of older properties, the codes are mandated for all jurisdictions in California.

Every 3 years, the State of California selects and adopts new construction regulations substantially based upon uniform model codes. Local governments may incorporate local amendments to the California Standards Building Code, provided appropriate findings are made. Most recently, the California Building Standards Commission adopted the 2020 California Building Standards Code effective January 1, 2020.

Site improvements cover the range of water, sewer, circulation, and other services and infrastructure needed to facilitate residential developments. To ensure adequate improvements are in place, San Juan Bautista requires pro-rata payments for off-site extension of water, sewer and storm drain systems, and traffic signals. Requiring developers to make site improvements, pay pro-rata shares toward infrastructure costs, and pay for additional public services will increase the cost of housing and impact the affordability of the homes. While site improvements increase housing costs, they are standard for most jurisdictions. Moreover, site improvements are necessary to maintain the quality of life desired by City residents, and ensure that public services and facilities are in place at the time of need.

G. Fees and Exactions

Housing construction imposes short- and long-term costs on communities. Short-term costs include the cost of providing planning services and inspections. New residential developments can also result in significant long-term costs to maintain and improve the City's infrastructure, facilities, parks, and streets. In response to the taxing constraints imposed by Proposition 13, many California cities have relied increasingly on planning and development fees to fund the provision of services needed by new housing.

To help encourage development and limit government fee constraints, the City of San Juan Bautista has streamlined and lowered its processing fees. The city collects various fees from developers to cover the costs of processing permits. The fees are collected as a deposit by the city with hours tracked by the City. These include fees for planning and zoning approvals (adopted October 2021), Subdivision Map Act approvals, CEQA review, plan check services, building permits, etc. Common Planning fees (as adopted in April 2019) include:

- | Permits | San Juan Bautista | Hollister | Salinas |
|--|---|---|------------------------------------|
| Conditional Use Permit (Major/Minor): | \$1,575/
\$787.50 | \$4,894+\$367 | \$6,507 |
| Site Plan and Design Review (Major/Minor): | \$1,575/
\$603.75 | \$11,807+\$885
\$5,670+\$425 | \$3,126/\$1,325 |
| Tentative Parcel Map (Major/Minor): | \$5,250/ \$2,625 | \$12,086+\$906/
\$6,627+\$497 | \$3,216 |
| General Plan Amendment | \$3,675 | \$11,245+\$843 | \$8,177 |
| Rezoning | \$3,675 | \$11,011+\$826 | \$3,859 |
| Planned Unit Development Permit/Amendment | \$5,250 | \$7,858+\$589 | \$8,666/\$2,573 |
| CEQA Review | Consultant Cost
+ Fish & Wildlife
Fee | \$12,202+\$915
for consultant
prepared/review | Consultant
Cost+20%+per
hour |

San Juan Bautista also collects fees to cover the costs of providing the necessary services and infrastructure related to new development projects and it collects impact fees pursuant to AB 1600. These fees are typically assessed on a per square foot basis. City staff estimates that City impact fees for an 1,800 square foot home would be approximately \$38,400 and for a 3,000 square foot 4-plex the fees per unit would be about \$9,600. The multifamily estimate is based off a 3,000 square foot 4-plex with an estimated construction cost of \$375,000. The cost of the fees would be about 10 percent of the total costs of development.

Given the size of the community and the nature of public improvements, these fees are necessary to ensure that existing residents are not subsidizing new development. These

development fees are also assessed to commercial and industrial projects; residential uses are not being unfairly burdened. Fees have not constrained the development of affordable housing. To ensure that fees do not constrain affordable housing, fee reductions or waivers are sometimes granted based on project-specific findings. Moreover, a variety of residential uses are not required to pay fees or provide units under the City's Inclusionary Housing Ordinance.

The practice of reducing planning and development fees in light of SB-975 has impacted construction costs and also made private/public partnerships scant. This will have the unintended effect of reducing the availability and affordability of housing. Although it is hoped that land costs will decrease to reflect the increased costs associated with SB-975, the most recent housing cycle provides insufficient basis for such a conclusion.

H. Short-Term Rental (STR) Ordinance

The City currently has a short-term rental ordinance that regulates the use of housing in the city for short-term period of 29 consecutive days or less. This ordinance,, adopted in late 2019, requiresthe owner and administrator to comply with all applicable laws, rules, and regulations pertaining to the use and occupancy of the STR. All STRs require a valid annual permit that expires on June 30th of each calendar year and may be renewed upon reissuance of a business license. A Transient Occupancy Tax (TOT) needs to be collected on all short-term rentals.

C. Environmental and Infrastructure Constraints

Physical environmental conditions affect the feasibility and cost of residential developments. Environmental issues include the suitability of land for development, as well as the provision of adequate infrastructure and services. This section addresses potential environmental and infrastructure constraints.

1. Environmental Constraints

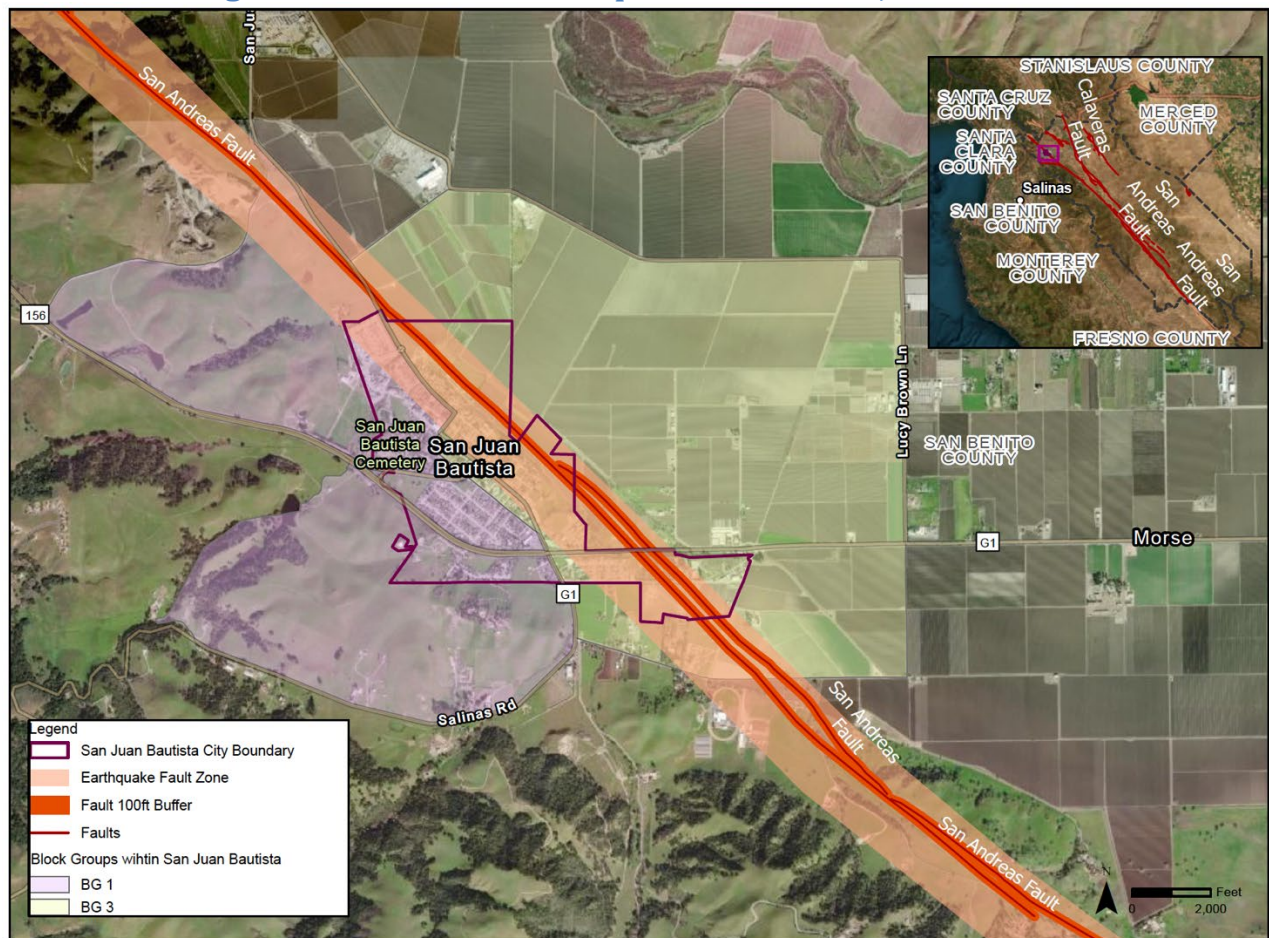
Environmental constraints and hazards affect existing and future residential developments in varying degrees. Discussed below are the major environmental constraints in the City. (More detailed discussion of environmental safety issues is provided in the Safety Element of the General Plan.)

Geologic Hazards

San Juan Bautista lies adjacent to the San Andreas Fault zone. As depicted in Figure 3-2, the East side of the City, or Block Group 3 in Census Tract 1, is largely in the earthquake fault zone. The U.S. Geological Survey has estimated that the San Andreas Fault could produce an earthquake of 8.5-magnitude on the Richter Scale. Such events would be expected to cause significant structural damage. The City is also subject to ground shaking from the Calaveras Fault located 8 miles east of the City. Throughout the years, San Juan Bautista has been impacted and structures damaged by seismic activity; the most recent occurring in 1989.

While liquefaction and ground failure are problems in areas adjacent to the City, the primary threat to San Juan Bautista is ground shaking and fault “creep”. Ground shaking can cause major structure failure while Fault “creep” is a serious threat to City infrastructure including wet utilities, roads and sidewalks. There is a threat of landslides in a small portion of the city. Due to the presence of unreinforced masonry structures in San Juan Bautista, a sizable earthquake could cause structures to fail. To mitigate the risks of seismic activity, building costs are necessarily higher in San Juan Bautista.

Figure 3-2: Faults and Earthquake Zone in San Juan Bautista



Source: The City of San Juan Bautista, 2023

Soils and Slopes

As shown in Figure 3-3, a large portion of San Juan Bautista is comprised of Rincon loam (RnC), 2 to 9 percent slopes. According to the UC Davis California Soil Resource Lab,⁴ the Rincon series

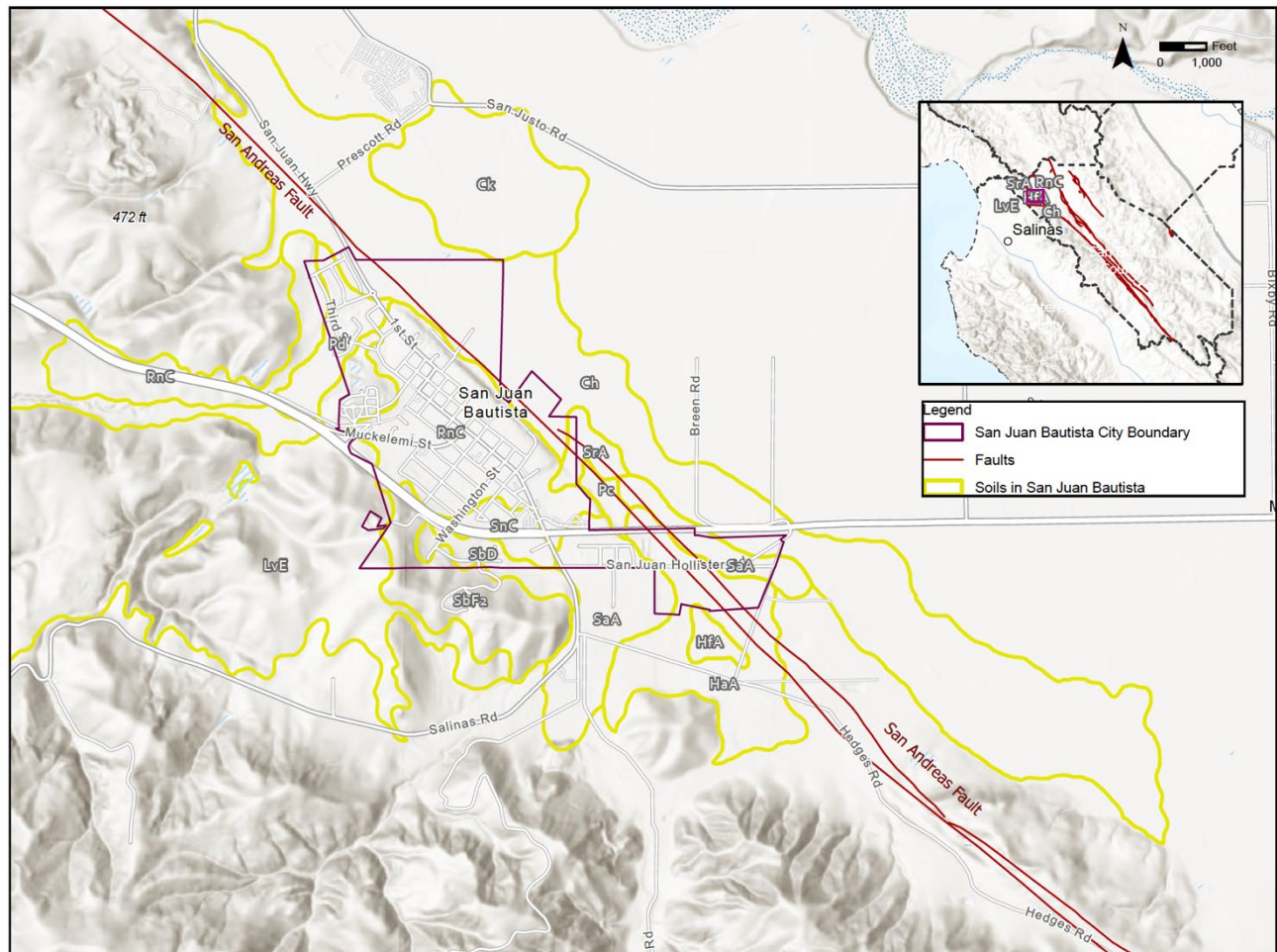
⁴ <https://casoilresource.lawr.ucdavis.edu/>

consists of deep, well drained soils that formed in alluvium from sedimentary rocks. Regarding drainage and permeability, the soil exhibits a range of runoff speeds from slow to rapid. However, its permeability is relatively slow. In its natural state, the soil is typically covered by annual grasses and forbs. The primary land use for this soil type includes the cultivation of irrigated citrus, deciduous fruits, row crops, and alfalfa. Additionally, there could be some dry farming for grain and pasture purposes. The southern part of the City consists of Salina (SaA), or Sorrento silt loam (2-9% slope), with well drainage and moderately permeability.

Notably, the northeast side of the City above the San Andreas fault line is comprised of Clear Lake clay (Ch) with 0 to 2 percent slopes. The Clear Lake series consists of poorly drained soils in flood basins and flood plains. The soil is slow to very slow permeability. Runoff can range from negligible to high, assuming concave runoff is always negligible. The water table is typically 4 to 10 feet deep in late summer, and in wet months it may be near the surface. This soil is typically used for growing row crops such as tomatoes, beans, and sugar beets, both through irrigation and dry farming. It is also utilized for dry farming grains and pasture, as well as serving as rangeland. Native vegetation consists of grasses and forbs.

The west side outskirts of the city is comprised of Los Gatos clay loam (LvE) with 15 to 30 percent slopes. Most areas of this well drained soil are dedicated to watershed and wildlife protection. Some are utilized as range land, and a few fewer sloping areas have been converted into orchards and vineyards. The predominant vegetation consists of brush, with pockets of hardwoods and grass scattered throughout.

Figure 3-3: Soils composition in San Juan Bautista

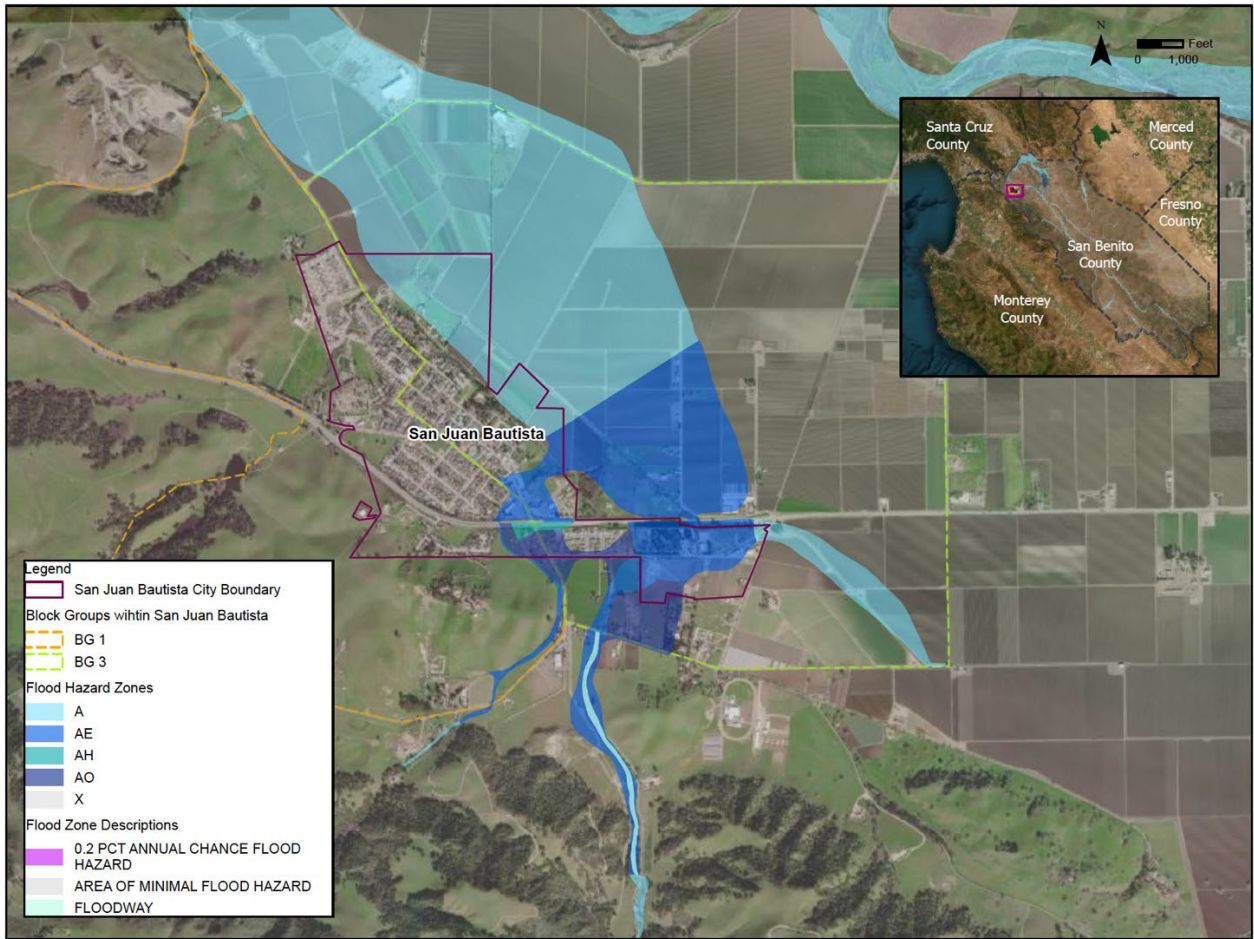


Source: U.S. National Cooperative Soil Survey; the City of San Juan Bautista, 2023

Flood Hazards

Floods do not represent a significant hazard to most of the City of San Juan Bautista. A small portion of the city is affected by the San Juan Creek and its tributaries, mostly in Block Group 3 as depicted in Figure 3-4 below. As described in Table 3-6, the areas under the risk have 1% annual chance of flooding. However, some lands identified for residential development in this housing element are impacted by flood hazards. Refer to the map of vacant sites, which also shows flooding constraints.

Figure 3-4: Flooding Risk Zone in San Juan Bautista



Source: FEMA, the City of San Juan Bautista, 2023

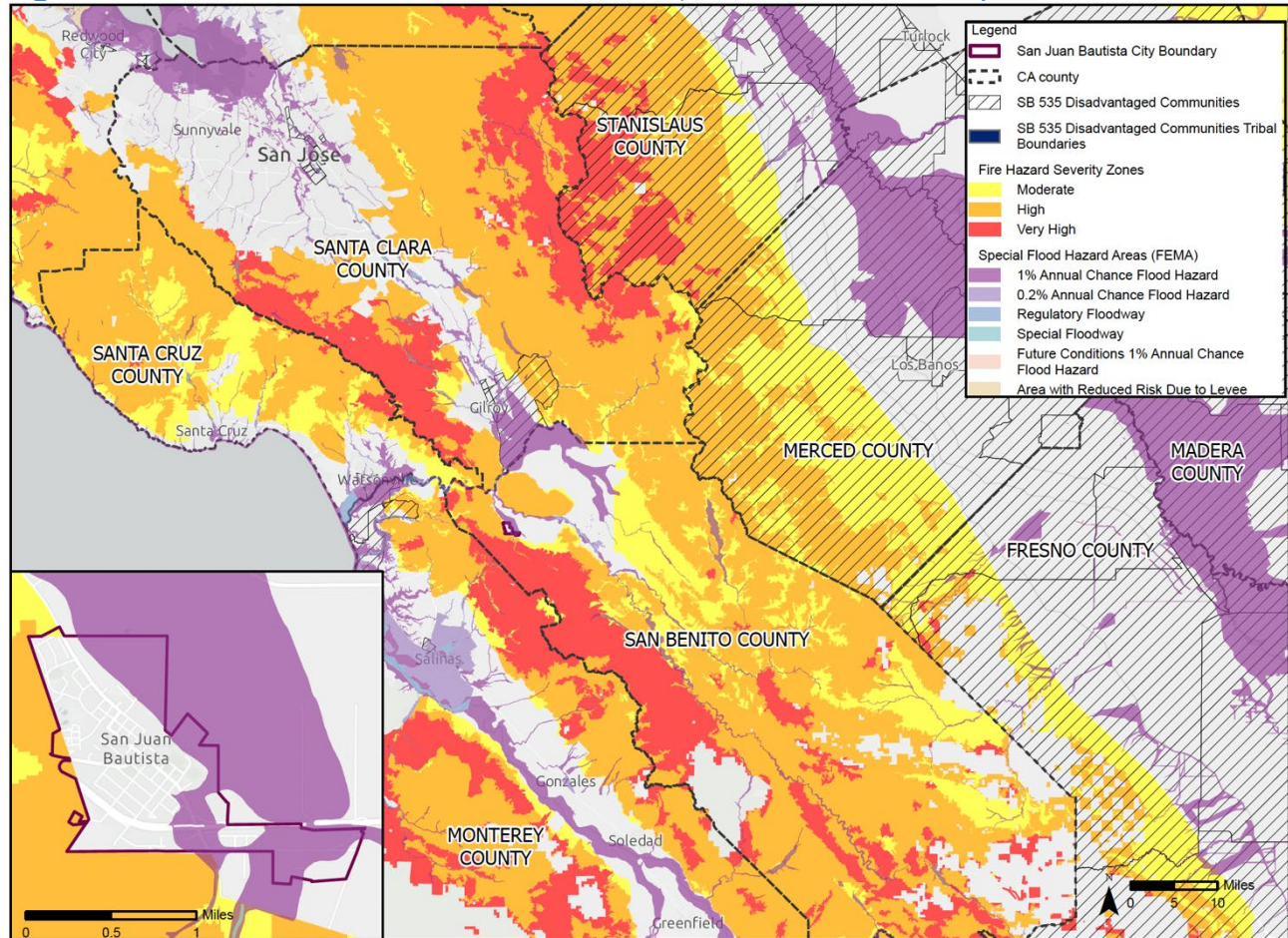
Table 3-6: Description of Flooding Risk Zones

Flood Hazard Zone	Shallow Flooding Description in Figure xx
Zone A	Area of special flood hazards without water surface elevations determined. Zone A is the flood hazard zone that corresponds to the 1% annual chance floodplains.
Zone AO	Area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. Zone AO corresponds to the areas of the 1% annual chance flooding (usually sheet flow on undulating terrain).
Zone AH	Areas of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) feet, and with water surface elevations determined. Zone AH corresponds to the areas of 1% annual chance shallow flooding (usually ponding or sheet flow on uniformly sloping terrain). Base Flood Elevations (BFEs) derived from the hydraulic analysis are shown within this zone.
Zone X	Area of moderate flood hazards. In the case of shallow flooding areas, Zone X refers to those areas of the 1% annual chance flooding where average depths are less than 1.0 foot.

Source: Guidance for Flood Risk Analysis and Mapping by FEMA, December 2020
https://www.fema.gov/sites/default/files/documents/fema_shallow-flooding-guidance.pdf

Fire Hazards

Residential fire potential is comparatively high in certain areas of the city due to the age of a significant portion of the housing stock and the historic downtown. In 2008, a series of over 800 wildfires broke out across the State including wildfires in Santa Cruz County. As drought conditions persist, the risk of wildfire remains high. Wildland fires occasionally break out in the grasslands and on the dry, chaparral-covered hills, but are normally contained long before they threaten urban areas. The California Division of Forestry has primary responsibility for fire suppression in watershed areas. Under provisions of mutual aid agreements, the San Juan Bautista volunteer fire provides reciprocal aid to other jurisdictions.

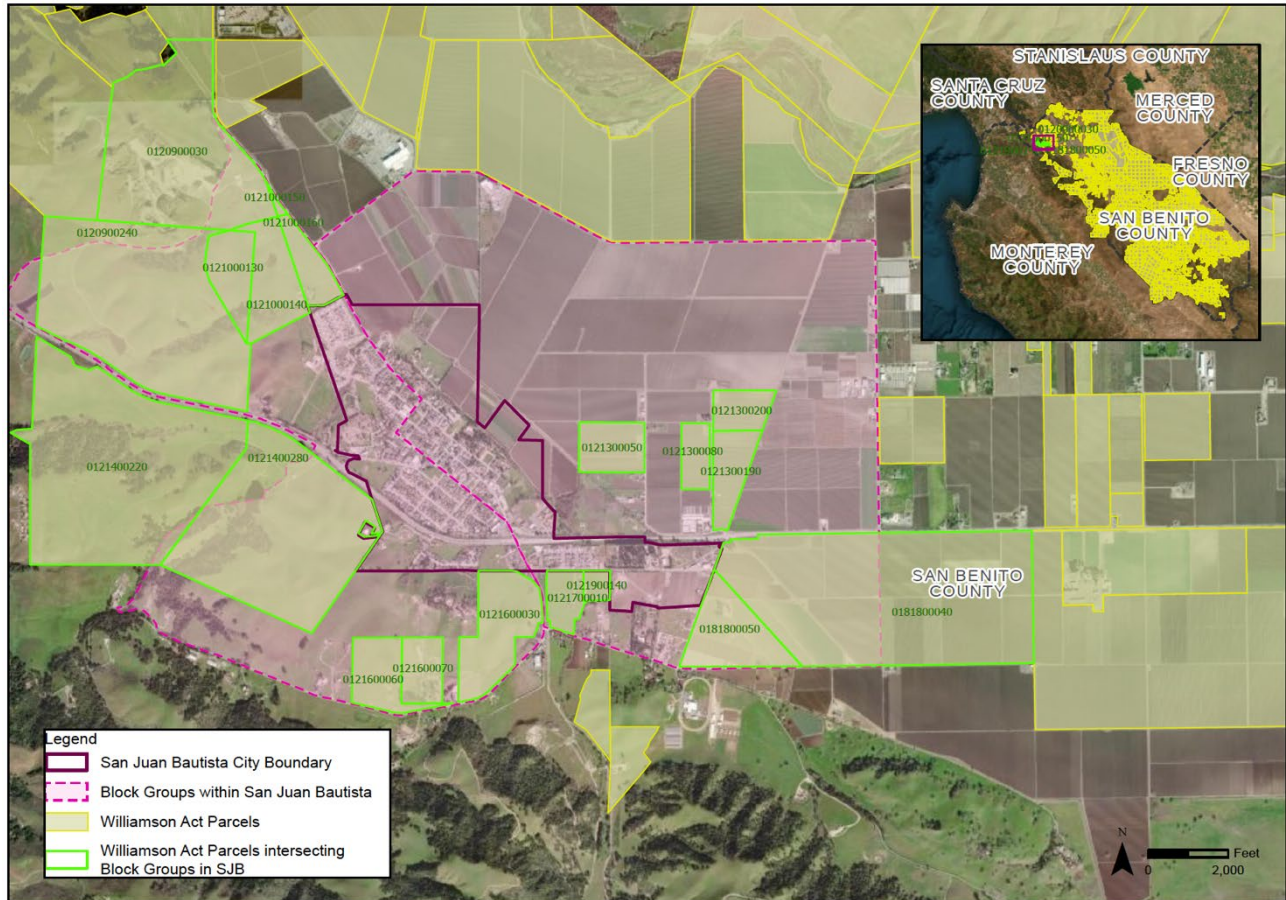
Figure 3-5: Flood and fire hazard zones in San Juan Bautista and adjacent counties

Sources: Federal Emergency Management Agency (FEMA), 2022; OEHHA, 2021; CalFire, updated 2023.

Williamson Act Parcels

The Williamson Act, also known as the California Land Conservation Act of 1965, allows local governments to make agreements with private landowners to preserve certain parcels of land for agricultural or open space use. In exchange, landowners receive reduced property tax assessments based on agricultural or open space value instead of market value. The Department of Conservation helps interpret the Williamson Act for governments and landowners and provides information on policies, procedures, and administration. Participating counties and cities establish their own rules on enrollment, acreage requirements, enforcement, and permitted land uses.⁵

As shown in the Figure 3-6, there is no parcel designated under the Williamson Act within the City of San Juan Bautista. However, 19 Williamson Act parcels are intersecting or located within the Block Groups of San Juan Bautista.

Figure 3-6: Parcels conserved under the Williamson Act near San Juan Bautista

Source: Division of Land Resource Protection, California Department of Conservation; the City of San Juan Bautista

2. Public Facilities and Services

In planning for growth, it is important to ensure that adequate public facilities and services are available to meet the anticipated demand. The City provides its own utility services for water and wastewater. In November 2020, the City adopted its Water and Wastewater Master Plans. It is based on City growth through 2035 and for 40 years, applying the average growth rate of 1.9% per year. In August 2023, LAFCO agreed to conduct a new Municipal Services report to include these details about the city's water and wastewater improvements.

Water Supply

Water use in the San Juan Bautista area consists of a combination of residential, agricultural irrigation, and water-intensive food processing/industrial uses. Agricultural uses continue to comprise between 80 to 90 percent of the water demand for the region. San Juan Bautista's metered water supply is obtained from City-owned groundwater wells. The water system serves the city and a small portion of unincorporated areas of the County. The system currently consists of a one-million-gallon storage facility, and 3 wells: Well #1, Well #5 and Well #6. According to the City's Water Master Plan, the combination of Well#1, Well #5 and Well #6 meets or exceeds

the redundancy and source capacity requirements from the State for both current and future demand. The City's water system serves approximately 2,212 residents and the city has installed 809 water meters. However, Well#6 had to be removed from service in March 2020 due to high levels of nitrates that exceed the permitted standards. Also, the City facing fines from 2007 due to high levels of sodium and chloride, agreed to an Administrative Order on Consent with the EPA in 2021, and a settlement agreement with the Regional Water Quality Board in October 2022. These agreement require the City to import surface water from the San Benito County Water District and dilute it with City's groundwater at a 60/40 split. In February 2021, an MOU was executed between the City and the Water District to begin designing this system, and permanent agreements have been drafted. The design is also based on a growth rate of 1.9% over the next 40 years, and will not allow any other users to attach to the new pipeline for services. This project will be completed by July 2025. Lastly, the City has invested in new technology at Well#6 to remove nitrates, and is now permitted by the RWQCB to re-introduce Well 6 to the water system but at a much lower capacity of 100 gallons per minute.

Sewer Service

San Juan Bautista provides wastewater treatment for the incorporated City. The existing wastewater treatment plant is located at 1120 Third Street. It was built in 1978, and upgrades were done in 1986.

The plant is currently operating at 80% of its capacity and is operating in violation of its permit from the Regional Water Quality Board. Each month, the treated water released into a creek exceeds permitted limits for chlorides and sodium. In 2020, the City adopted in Wastewater Master Plan, that projects its wastewater demands through 2040 based on the growth projected in General Plan, and applying a 20-year average growth rate of 1.9% per year.

The City entered into an Administrative Order on Consent with the EPA in 2021, and a Settlement Agreement was executed with the RWQCB on October 18, 2022. They both stipulate that the City decommissions its 50-year old wastewater treatment plant and send its wastewater to the Hollister plant for treatment. The Hollister plant was operating at 30% of its capacity and the City will initially be using 8% of the Hollister plant capacity.

The City's Wastewater Master Plan has been amended to reflect this change. In June 2023, the two cities executed a 40-year agreement for Hollister to receive the City's wastewater. The sanitary sewer main project contract was awarded in August 3, 2023 and construction will commence in September 2023. When the project is completed in 2024, the City will be prepared for growth through 2040 and beyond.

This side intentionally left blank.

This section analyzes the resources available for the development, rehabilitation, and preservation of housing in San Juan Bautista. This includes an evaluation of the availability of land resources, the City's ability to satisfy its share of the region's future housing needs, the financial resources available to support housing activities, and the administrative resources available to assist in implementing the City's housing programs.

A. Regional Housing Needs

As presented in Section 1, San Juan Bautista is allocated 88 new units for the entire 6th Cycle 2023-2031 planning period (see Table 1-1). San Juan Bautista must demonstrate that adequate sites will be available to address its share of the regional housing need for the planning period of 2023 - 2031.

The Department of Housing and Community Development allows cities three ways to address this requirement:

- a. **New Housing Production.** Since the RHNA takes several years to develop prior to the Housing Element planning period of 2023-2031, jurisdictions may count the number of new units built and occupied from 2019 toward their RHNA requirements.
- b. **Rehabilitation/Preservation.** Under State law, cities can also count up to 25 percent of their RHNA for the rehabilitation of qualified substandard units. Cities may also count a portion of the affordable units which would otherwise revert to market rents but are preserved through committed assistance from the jurisdiction.
- c. **Available Land for Development.** Cities may also count potential housing production on suitably zoned vacant and underutilized sites within the community. Cities must document how zoning and development standards on the sites facilitate housing.

The following discussion shows how the city will meet its RHNA for the 2023-2031 planning period, including accommodation of housing for low and very low-income households.

B. City Incentives towards Housing Production

This section discusses city incentives for housing production.

1. Inclusionary Housing Ordinance

In 2007, the city adopted an Inclusionary Housing Ordinance as a means to provide permanent affordable housing for very low- and low-income households. For sale projects of 6 or more units and rental projects of 5 or more units are required to either provide units affordable to very low- or low-income households or pay an affordable housing in-lieu fee. The in-lieu fee is established at the time of entitlement and is based on the amount sufficient to subsidize a median priced home in San Juan Bautista. Through the development agreement negotiation process, fee

reductions or waivers are sometimes approved based on project-specific findings. A program has been added to update the city's Inclusionary housing provisions in the Zoning Code.

The Ordinance does not apply to congregate care, residential care facilities, secondary dwelling units and similar facilities. One constraint is that most lots developable in the city due to the size don't hit the threshold of providing mandatory affordable units. The city has found that developers fit under the requirement of fewer than six units. The city will continue to monitor this ordinance as part of the Inclusionary Housing Program to make sure it does not become a constraint for any future developments. Reservation requirements pursuant to the City's Zoning Ordinance are as follows:

Reservation of For-Sale Units

1. No for-sale residential project of six (6) or more units subject to this Chapter shall be approved in any area of the City unless at least one (1) such housing unit is reserved for sale to very low- or low-income households or reserved as rental units for very low- or low-income households for each 5 (5) units of market-rate housing.
2. Calculation of Reservation Requirement. The calculation of the number of housing units to be reserved shall be made utilizing the total number of housing units in the residential project prior to including any increase in the allowable number of such housing units authorized by any density bonus granted pursuant to Government Code Section 65915 et seq. If the calculation of the number of housing units to be reserved results in a fraction of a whole number, the developer may either reserve one (1) additional housing unit or pay a partial in-lieu fee equal to the remaining fraction. The amount of the in-lieu fee shall be determined according to SJ BMC 11-09-505.
3. Timing for Construction of Reserved Units. The reserved units shall be constructed either prior to or simultaneously with the non-reserved units within the development. If the development is being constructed in phases, the percentage of reserved units to be constructed in each phase shall be equivalent to one (1) reserved unit for every five (5) market rate units being constructed in that phase.
4. Sales Price. The initial sales price and the resale sales price of reserved units shall be limited to ensure that the price is and remains affordable to very low- or low-income households as defined in SJ BMC 11-09-300.
5. Sales Restriction. Reserved units shall be sold or resold only to eligible very low- or low-income households. A deed restriction, covenant, and/or other instrument enforceable by the City and approved by the City Attorney limiting the resale of such units to eligible very low- or low-income households shall be recorded against the title of all reserved units. The duration of such resale restrictions shall be a minimum of fifty-five (55) years.
6. Rental Restriction. The requirements in subsection (B) of this Section shall apply if rental housing is provided as the reserved units.

Reservation of Rental Units

1. No rental residential project subject to this Chapter (including time extensions) shall be permitted unless at least one (1) affordable unit is reserved for very low- or low-income households for each five (5) units of market-rate housing.
2. Calculation of Reservation Requirement. The provisions of this subsection shall apply to the calculation of the number of housing units to be reserved in any rental housing development.
3. Design and Construction of Reserved Units. The design and exterior appearance of the reserved units shall be compatible with and substantially the same as the non-reserved units within the development and shall contain proportionately the same or a larger number of bedrooms and square footage per reserved unit as the non-reserved units.
4. Rental Restriction. The rent to be charged for a reserved housing unit shall be so limited as to be affordable to very low- or low-income households.
5. Deed Restriction. A deed of restriction, covenant, and/or other instrument enforceable by the City and approved by the City Attorney shall be recorded against the title of the property within which the reserved units are located limiting the rental of the reserved units as described in subsection (B)(4) of this section. This rent restriction shall be in effect for a minimum of fifty-5 (55) years. Additionally, the property shall be so restricted as to prohibit the conversion of the restricted units for the term of the rent restriction to a condominium, stock cooperative, community apartment, or such other form of ownership which would eliminate the restricted units as rental units.

The Ordinance will help to ensure that units affordable to low and very low-income households will be produced or acquired.

2. Affordable Housing Incentives

Under the State density bonus law projects may be eligible for an additional density bonus (up to a 35 percent). Moreover, per State law, the City is obligated to offer additional regulatory and financial incentives, including a reduction in development standards, modified parking, modified street widths, direct financial aid or loans, etc. To date, no project proponents have sought density bonus under State law. A program has been added to update the City's Zoning Code to comply with current density bonus law requirements, which amendments will be completed by December 2024.

3. Planned Unit Developments

The City provides other regulatory and financial incentives to encourage creative housing projects. The Planned Unit Development permit process allows for significant modifications in lot sizes, street widths, density, open space, and many other features in a residential project. Projects which are larger than one acre are encouraged to file for a PUD to take advantage of design flexibility afforded the project by the ordinance.

4. Mixed Use District

The City's Mixed-Use District allows for types of housing that would not otherwise be accommodated within the City, such as upper floor apartments over commercial uses. This housing type is generally less expensive than single family homes, and provides a chance to live near the downtown area.

5. Cooperation with Non-Profit Organizations

The City of San Juan Bautista works with nonprofit organizations on a variety of issues and needs within the community. The city will continue to work with non-profits to address housing needs in the City. Limited financial capacity and land capacity limits the attractiveness of San Juan Bautista to such partnerships.

6. Access to Persons with Disabilities

State law requires that cities analyze potential and actual constraints upon housing for persons with disabilities, demonstrate efforts to remove government constraints, and include programs to accommodate housing designed for disabled persons, including those with developmental disabilities. As part of the City's 6th Cycle Housing Element process, the city analyzed its Zoning Ordinance, permitting procedures, development standards, and building codes to identify potential impediments. Where found, the Program Section (Chapter 5) proposes specific actions and implementation schedules to remove such impediments. The city will continue to review and enhance those proposed actions and implementation schedules in this Housing Element. The following summarizes the findings from the analysis.

1. **Zoning and Land Use.** State and Federal housing laws encourage an inclusive living environment, where persons of all walks of life have the opportunity to find housing suited to their needs. The City's zoning code permits a range of housing types suitable to special needs groups covered under the uses "Residential Care Facilities." Group homes (home where a small number of unrelated people in need of care, support, or supervision can live together) serving 6 or fewer persons are permitted by right in all three residential zoning districts and larger facilities (seven or more persons) are permitted in the R-3 zoning district.
2. **Building Codes and Development Standards.** The City enforces Title 24 of the California Code of Regulations, which regulates the access and adaptability of buildings to accommodate persons with disabilities. In addition, the City's building code requires compliance with the 1988 amendments to the Fair Housing Act, which requires a minimum percentage of dwelling units in new developments to be fully accessible to the physically disabled. The Americans with Disabilities Act (ADA) requires new residential buildings consisting of three or more units to incorporate design features, including: (1) adaptive design features for the interior of the unit; (2) accessible public and common use portions; and (3) sufficiently wider doors to allow wheelchair access. The city ensures that building plans meet ADA accessibility standards.

The City provides for modified/reduced parking for projects located within the Mixed Use District. Additionally, the parking ordinance allows joint use of parking as well as in-lieu

parking fees. Each of these provisions could assist in the development of housing for persons with disabilities.

3. **Permitting Procedures.** The city does not require special building codes or additional levels of review to build, improve, or convert housing for disabled persons. Per State law, requests for modifications to ensure housing access, such as ramps up to 30 inches in height, do not require a building permit and are processed over the counter. The city uses a standard entitlement process to ensure that facilities are sited and operated in a manner compatible with surrounding land uses.

C. Availability of Sites for Housing

A critical component of the Housing Element is the identification of adequate sites to accommodate projected future housing development, and evaluation of the adequacy of these sites in fulfilling the City's share of regional housing needs as determined by SB+COG. The adequacy of sites is demonstrated by analyzing the density and development standards of various parcels to determine development potential and by ensuring that appropriate infrastructure, public services, and facilities will be available to serve the sites. Citywide constraints to development were discussed in earlier sections, specifically Chapter 3.

For this Housing Element update, a parcel-specific vacant and underutilized site inventory was performed by updating a survey conducted for the General Plan, and using data from San Benito County's GIS and the County Assessor's database. Existing uses on each site were considered. City staff refined the list to include only lots that could realistically be developed. Development capacity for sites situated in flood plains or sensitive habitat areas was reduced. Sites selected also had or will have adequate infrastructure, public services, and access to facilities. A 20 percent reduction was applied to larger sites to yield a net development area to accommodate infrastructure improvements. Smaller sites (one acre or less) with immediate street access were assumed developable at full density.

1. Vacant and Partially Vacant Development Sites

The City has identified a number of vacant sites, and one partially vacant site, within the existing City limits that are zoned for residential use or mixed use (that includes residential component). These sites are adjacent to local streets and could be developed with localized improvements to water, sewer, storm drainage lines, and dry utilities. As discussed in the next section of this chapter, several of the sites have water, sewer, and storm drainage constraints. Further analysis for the partially vacant site is provided below.

Partially Vacant Affordable Housing Site

With regard to APN: 002-350-002 listed in Table 4-1 below (Map #2), the City added special development standards to its Zoning Ordinance in October 2019 to ensure that the regulations governing development of this late-adopted affordable housing site complied with state law.

These special development standards were inserted in the form of two new footnotes—Footnote #14 and Footnote #15—as follows:

¹⁴ *Special standards and conditions apply to one affordable housing site (APN 002-350-002) in this zoning district through the year 2027 only, as follows:*

- *The allowable density for the designated affordable housing site is a minimum of 20 units per acre and a maximum of 24 units per acre;*
- *Twenty (20) percent of the residential development on the affordable housing site must be owner-occupied and/or rental multi-family uses that are affordable to lower-income households; and*
- *All development on this affordable housing site must be permitted by right (i.e., no conditional use permit, planned development permit, or other discretionary review or approval).*
- *Any development that takes place on APN 002-350-002 would accommodate necessary historic preservation efforts on or off site that would be in compliance with the City of San Juan Bautista Historic Resource Preservation Ordinance (Chp. 11-06) and the Secretary of Interior Standards.*

Except for those usual standards in conflict with the special standards and conditions above, all usual development standards for this zoning district (as shown in the table) also apply to the affordable housing site.

¹⁵ *Additional special standards and conditions apply to one affordable housing site (APN 002-350-002) in this zoning district, as follows:*

- *The owner of the site has the right to develop this mixed-use site as 100 percent multi-family housing without a Conditional Use Permit or other discretionary action,*
- *If the owner of the site chooses to develop the site as mixed use (commercial and residential, combined), then at least 50 percent of floor area must be developed as a minimum of 16 multi-family dwellings; and*
- *Any development that takes place on APN 002-350-002 would accommodate necessary historic preservation efforts on or off site that would be in compliance with the City of San Juan Bautista Historic Resource Preservation Ordinance (Chp. 11-06) and the Secretary of Interior Standards.*

This affordable housing site (Map #2) was evaluated in an addendum to the Initial Study prepared for Housing Element adoption. This site is a partially vacant parcel comprised of 3.84 acres and zoned for mixed use, with public utilities available to the site. The property to the west of the site is zoned for commercial use, and property to the east is zoned for residential use. The size of this site would accommodate a large residential project whose residents would provide ready market for neighboring commercial and other mixed uses.

The Initial Study addendum indicated that development of this site would be constrained by four categories of environmental impact—historical resources, biological resources, air quality, and land use.

Historical Resources: With regard to historical resources, the 3.84-acre site contains the old Chalmers House, which is located on approximately 0.4 acres of the site and considered a locally significant historical resource. The special MU (Mixed Use) conditions placed on this site included a requirement to protect the potentially historic Chalmers House from any significant degradation. This condition ensures that impacts related to historical resources would be less than significant.

Biological Resources: With regard to biological impacts, the site is also located within 0.39 miles of a known breeding habitat for the California tiger salamander, which means that biological monitoring would be required during ground disturbance activities.

Air Quality Impacts: With regard to air quality impacts, the site is located immediately adjacent to Highway 156 and therefore subject to toxic air contaminants generated by vehicles operating on the highway. This means that property developers would have to undertake a toxic air contaminants analysis to determine what measures might be necessary to ensure future residents are not exposed to contaminants.

Land Use Impacts: With regard to land use impacts, the site is located next to a vacant commercial property on one side, an existing single-family development on the other side, an existing multi-family development across the street, and Highway 156 immediately south of the site. The neighboring vacant commercial property, once developed, would be minimally compatible with the proposed high-density residential use. The highway use to the south would be considered a less-than-perfect neighbor.

Complete Housing Sites Inventory

A complete list of housing sites is shown in Table 4-1 and illustrated in Figure 4-1 and 2. Table 4-2 provides a summary of the sites by income level.

Table 4-1: Housing Sites Inventory

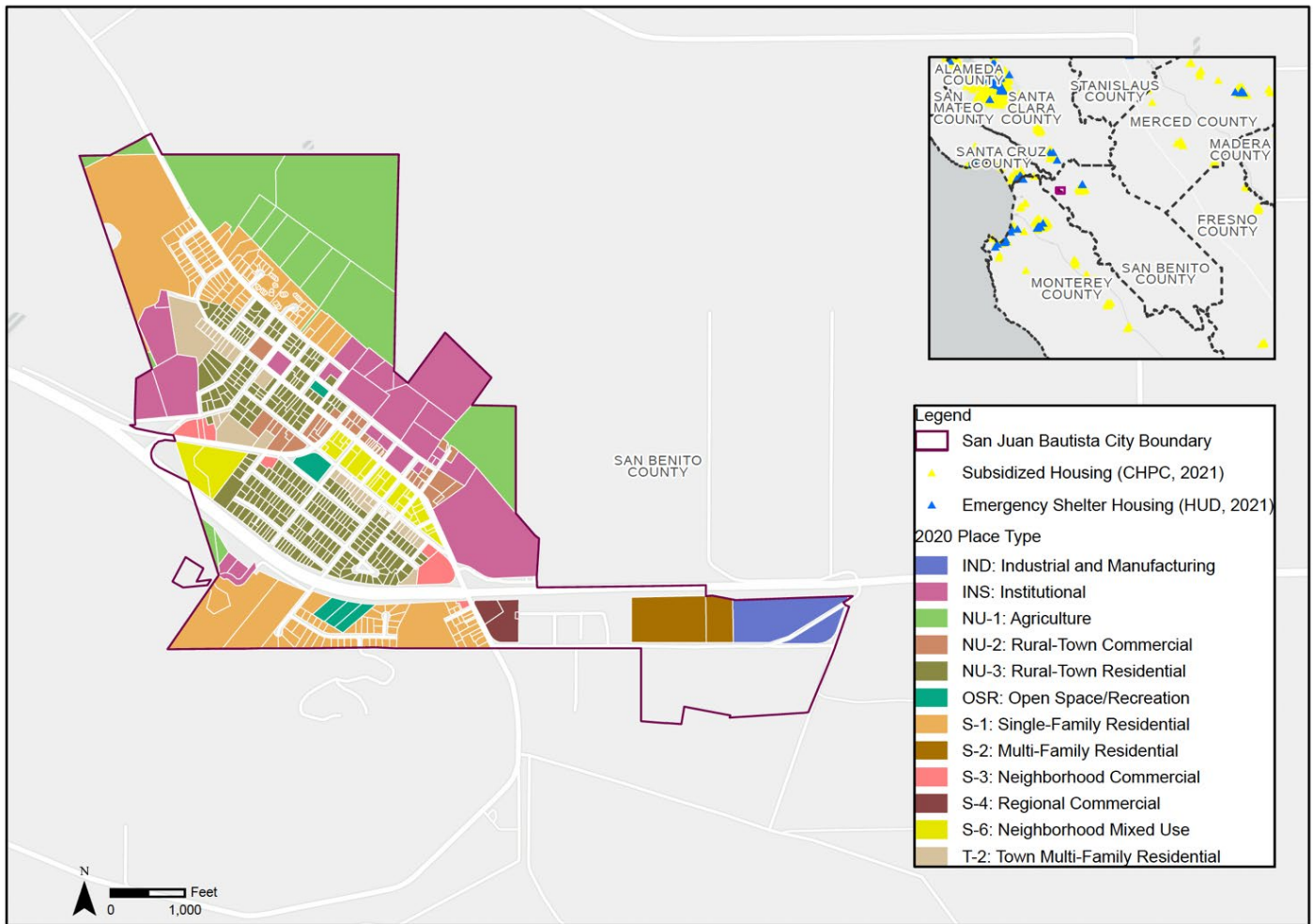
Map #	APN	Acres	Net Acres	General Plan	Zoning	Applied Density	Afford. Level	Capacity
1	0022200030	0.48	0.48	Public Facility	INS	FAR 0.7	See note (1)	See note (1)
	Subtotal		0.48				--	--
2	0023500020	3.84	3.44	Mixed Use	MU	15	L VL	51 See note (2)
	Subtotal		3.44				Subtotal	51
3	0022100050	0.12	0.12	Mixed Use	MU	15	M	1
4	0022100020	0.05	0.05	Mixed Use	MU	15	M	1
8	0024600010	0.14	0.14	Mixed Use	MU	15	M	2
9	0024600050	0.26	0.26	Mixed Use	MU	15	M	3
10	0024700080	0.12	0.12	Mixed Use	MU	15	M	1
11	0023200090	0.22	0.22	Medium Density	R-3	21	M	4
12	0021500030	0.11	0.11	Mixed Use	MU	15	M	1
13	0021900100	0.31	0.31	Mixed Use	MU	15	M	4
14	0022600460	0.17	0.17	Medium Density	R-2	10	M	1
	Subtotal		1.5				Subtotal	18
5	0024100110	0.08	0.08	Low Density	R-1	5	AM	1
6	0023900040	0.12	0.12	Low Density	R-1	5	AM	1
15	0024300200	0.13	0.13	Medium Density	R-1	5	AM	1
16	0022900430	0.17	0.17	Medium Density	R-1	5	AM	1
17	0022900390	0.25	0.25	Medium Density	R-1	5	AM	1
18	0025630020	0.15	0.15	Low Density	R-1	5	AM	1
19	0024200170	0.11	0.11	Low Density	R-1	5	AM	1
20	0023800130	0.11	0.11	Low Density	R-1	5	AM	1
21	0022600240	0.19	0.19	Low Density	R-1	5	AM	1
22	0022600230	0.20	0.20	Low Density	R-1	5	AM	1
23	0025400070	9.72	7.78	Low Density	R-1	5	AM	38
	Subtotal		9.29				Subtotal	48
	Total		14.71				Subtotal	117

Source: City of San Juan Bautista

Notes: (1) Zoning appropriate for homeless shelter.

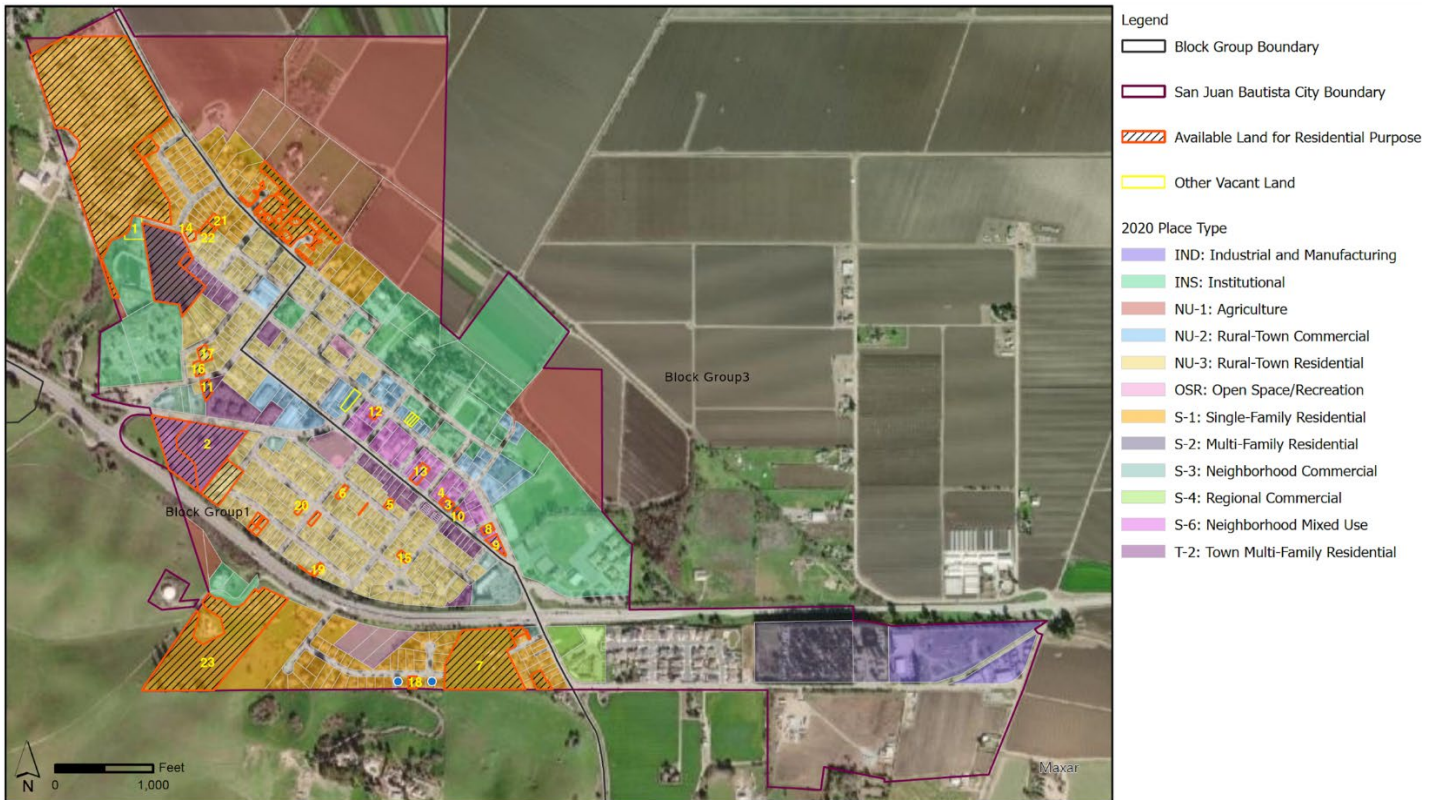
(2) This site is partially vacant. Approximately 0.4 acres of this site is occupied by a farmhouse that is considered historically significant. Special development conditions that have been incorporated into the Zoning Ordinance require preservation of this farmhouse and its 0.4-acre site. In addition, special development conditions apply to this site as required by Government Code §65583.2(h).

Figure 4-1: Land Use in San Juan Bautista (2020)



Source: City of San Juan Bautista

Figure 4-2: Vacant and Available Residential Sites



Notes: APN 0025200010 (#7 in map, 5.95 Acres) is in flood risk zone, thus ineligible for housing development.

Source: Realty Planning Group, Inc.; City of San Juan Bautista

This side intentionally left blank.

Table 4-2: Summary of Vacant Sites by Assumed Income Level

Affordability Level	Net Acres	Capacity	RHNA	Unmet Need
Homeless Shelter	0.48	n/a	n/a	n/a
Extremely Low, Very Low, and Low	3.44	51	32	0
Moderate	1.5	18	18	0
Above Moderate	9.29	48	38	0
Total	14.71			

Source: Realty Planning Group, Inc.; City of San Juan Bautista

The development capacity estimates are based on the low-end of the allowed density range for each district, with at least one unit per lot. As can be seen, the city has adequate sites within the city limits to accommodate its share of low and very low-income units.

2. Additional Capacity for Affordable Housing

In addition to the sites listed in Table 4-1, above, the city has mechanisms in place that will also contribute to meeting the City's current and future RHNA. These include the City's Inclusionary Housing Ordinance, mixed-use infill, and accessory dwelling units.

Inclusionary Housing Ordinance

Upon application of the City's Inclusionary Housing Ordinance, one out of every six market-rate housing units shall be reserved for sale to very low-, low-, or moderate-income households or reserved as rental units for very low-, low-, or moderate-income households. Therefore, a portion of the homes constructed on these sites would be required to be made available as affordable units, and would reduce the land necessary for re-zoning to R-3.

Mixed-Use Infill

The City's General Plan and Zoning Ordinance apply a "Mixed Use" land use category to the central business district and the City's two "gateway" areas. Residential uses are encouraged on the second floors of commercial buildings on sites with this designation and live-work and artist studio development is supported. This type of development has been an important affordable housing resource in San Juan Bautista. A number of lower priced rental units and shop owner residences exist above stores and restaurants on Third Street. The designation also provides places where housing, small business, and workshop space can be combined on the same site. The City is targeting this area for attaining its moderate income housing.

Residential development within the Mixed-Use District is allowed subordinate to commercial uses at a density up to 15 units per acre when located above a commercial use with the exception of senior and affordable housing projects. Residential units must not be located on street level, except when provided in the rear of a horizontally developed mixed use project. Per the City's Inclusionary Housing Ordinance, new construction for uses that are exclusively residential (i.e. that do not include a commercial component) on a property that does not already contain a commercial use is only allowed if 100 percent of the proposed new use meets identified affordable housing need. Such projects would also receive an increase in allowable

density of at least 50 percent (if the project is 100 percent affordable) and flexibility in parking requirements. These provisions provide incentive to preserve existing residential uses and construct new affordable housing. With the residential density of 15 units per acre combined with commercial uses, each residential unit is anticipated to be relatively small and thus deemed “affordable” by design. Having only residential without a commercial component, the realistic capacity could reach 20 units per acre.

From 2000 to 2014, nine housing units were constructed within the Mixed-Use District: four within a new mixed-use project and five on underdeveloped sites that contained a commercial component. Since 2017, new construction permits have been granted for four mixed use residential units on 107 Third Street.

Accessory Dwelling Units (ADUs)

In fall 2019, and again in 2021, the City revised its Second Unit Ordinance to comply with all State law regulating ADUs. Updated regulations allow a variety of ADU unit types by right, as permitted uses, including converted accessory structures, attached and detached ADUs and junior ADUs in accordance with related Government Code revisions. Additional updates to the ADU ordinance will be adopted as required by Government Code provisions.

The City has developed an Accessory Dwelling Unit grant program to fund up to \$15,000 toward the cost of Building and Fire Code compliance for any existing, unpermitted dwelling units that do not currently comply with minimum health and safety standards. The City will use over \$320,000 in Permanent Local Housing Assistance funds to upgrade existing ADUs through the voluntary “amnesty” program. Three new ADUs were built during the last planning period.

3. Additional Housing Capacity within the Urban Growth Boundary

The 2016-2035 General Plan designates an Urban Growth Boundary that encompasses about 168 acres designated for residential land use within the city limits and another 256 acres referenced in the General Plan within the Sphere of Influence, not including approximately 53 acres for mixed residential/commercial land use (General Plan Table 6.6). San Benito County LAFCO’s adopted SOI for the City of San Juan Bautista is substantially different from the SOI outlined in the City’s 2016 General Plan. The inconsistency between the two existing SOI boundaries requires action by the City Council, and eventually LAFCO, to rectify the difference in boundary lines. The City is evaluation the existing Sphere of Influence, Urban Growth Boundary and Planning Area referenced in the current General Plan. This evaluation will result in changes to land use designations and planned infrastructure necessary to accommodate housing development within the 6th Cycle Housing Element planning period.

The city annexed 6 different portions of land within the urban growth boundary between 2015 and 2017. The City’s approximately 13-acre Copperleaf residential subdivision project was annexed into the city in 2016 (Document ID 2016-0009779). The remaining annexations were of non-residential land: a 32-acre piece of land on the southeastern-end of the City was annexed in 2015 for industrial development (Document ID 2015-0010254); an approximately one-acre piece of land on the western side of the City was annexed in 2015 (Document ID 2015-0010253); an approximately two-acre and three-acre piece of land were annexed in 2017 and 2015,

respectively (Document IDs 2017-0009704 and 2015-0010258); and another two-acre piece of land to the north of the City was annexed in 2015 (Document ID 2015-0010256).

D. Progress toward RHNA

San Juan Bautista has made progress towards meeting its share of the regional housing needs during the 2015-2023 planning period. According to the California Department of Finance, San Juan Bautista added 53 units between 2015 and 2019. Six of these units were accessory dwelling units built on lots containing single family dwellings. Table 4-3 below illustrates the number of housing units by income level that have been built during this planning period.

Table 4-3: Housing Units Built During the Early Phase of 5th Cycle Planning Period (2015-2023)

Affordability Distribution	Housing Units by Income Level
Very Low	0
Low	0
Moderate	0
Above Moderate	53
Total Units	53

Source: DOF Table E-5; City of San Juan Bautista

E. Financial Resources

San Juan Bautista currently has no staff or financial resources to develop a “stand alone” housing development program. As such, the City will need to partner with non-profit agencies, San Benito County and other parties to address housing needs in the City. While the City currently does not access many of the programs and funds available, the City may in the future choose to avail itself to the affordable housing funds provided via local, State, Federal and private resources. The following section describes the 5 largest housing funding sources the City can use for housing production, rehabilitation, or preservation: CDBG grants, HOME funds, redevelopment set-aside funds, affordable housing in-lieu fees, the Housing Choice Voucher Program, and Proposition 46 funds. Table 4-5 provides an inventory of financial resources available.

Table 4-4: Financial Resources for Housing Activities

Program Name	Description	Eligible Activities
1. Federal Programs		
Community Development Block Grant (CDBG)	Grants awarded to the city on a competitive basis for housing and community development activities. The City has a certified 2015-2019 Housing Element and is eligible for CDBG.	-Acquisition -Rehabilitation -Home Buyer Assistance -Economic Development -Homeless Assistance -Public Services
Emergency Shelter Grants (ESG)	Grants potentially available to the city through the County to implement a broad range of activities that serve homeless persons. Funding availability is uncertain for the current year.	-Shelter Construction -Shelter Operation -Social Services -Homeless Prevention
HOME	Grant program available to the city on a competitive basis for housing activities. City competes for funds through the State's allocation process.	-Acquisition -Rehabilitation -Home Buyer Assistance -Rental Assistance
Low-Income Housing Tax Credits (LIHTC)	Tax credits available to persons and corporations that invest in low-income rental housing. Proceeds from the sales are typically used to create housing.	-New Construction -Acquisition -Rehabilitation
Mortgage Credit Certificate (MCC) Program	Income tax credits available to first-time homebuyers to buy new or existing single-family housing. Santa Cruz County Housing Authority makes certificates available.	-Home Buyer Assistance
Housing Choice Voucher Program	Rental assistance payments through Santa Cruz County Housing Authority to owners of private market rate units on behalf of very low-income tenants.	-Rental Assistance -Home Buyer Assistance
Section 202	Grants to non-profit developers of supportive housing for the elderly.	-Acquisition -Rehabilitation -New Construction
Section 203(k)	Provides long-term low interest loans at fixed rate to finance acquisition and rehabilitation of eligible property.	-Land Acquisition -Rehabilitation -Relocation of Unit -Refinance Existing Indebtedness
Section 811	Grants to non-profit developers of supportive housing for persons with disabilities, including group homes, independent living facilities and intermediate care facilities	-Acquisition -Rehabilitation -New Construction -Rental Assistance
U.S. Department of Agriculture (USDA) Housing Programs (Sections 514/516)	Below market-rate loans and grants for farmworkers rental housing.	-New Construction -Rehabilitation

Program Name	Description	Eligible Activities
2. State Programs		
SB 2 Planning Grants Program	Provides funding and technical assistance to all local governments to prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.	<ul style="list-style-type: none"> - Updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities' strategies, or local coastal plans. - Updates to zoning ordinances. - Environmental analyses that eliminate the need for project-specific review. - Local process improvements that expedite local planning and permitting.
Affordable Housing Partnership Program (AHPP)	Provides lower interest rate CHFA loans to home buyers who receive local secondary financing.	-Home Buyer Assistance
CalHOME	Provides grants to local governments and non-profit agencies for local home buyer assistance and owner-occupied rehabilitation program and new home development projects. Will finance the acquisition, rehabilitation, and replacement of manufactured homes.	<ul style="list-style-type: none"> -Home Buyer Assistance -Rehabilitation -New Construction
California Housing Assistance Program	Provides 3 percent silent second loans in conjunction with 97 percent CHFA first loans to give eligible buyers 100 percent financing.	-Home Buyer Assistance
California Housing Finance Agency (CHFA) Rental Housing Programs	Below market rate financing offered to builders and developers of multi-family and elderly rental housing. Tax exempt bonds provide below-market mortgages.	<ul style="list-style-type: none"> -New Construction -Rehabilitation -Acquisition
California Housing Finance Agency (CHFA) Home Mortgage Purchase Program	CHFA sells tax-exempt bonds to make below-market loans to first-time buyers. Program operates through participating lenders who originate loans for CHFA.	-Home Buyer Assistance
California Self-Help Housing Program (CSHHP)	Provides grants for the administration of mutual self-help housing projects.	<ul style="list-style-type: none"> -Home Buyer Assistance -New Construction
Downtown Rebound	Funding to facilitate infill development and conversion of commercial buildings for "live-work" spaces.	-Rehabilitation
Emergency Housing and Assistance Program (EHAP)	Provides grants to support emergency housing.	-Shelters & Transitional Housing
Emergency Shelter	Grants awarded to non-profit organizations for shelter support services.	-Support Services

Program Name	Description	Eligible Activities
Permanent Local Housing Allocation (PLHA) program	The funding to be allocated to provide affordable housing grants to assist low-income households and homeless population.	- Rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs). - Assisting emergency shelters, rehabilitation and preservation of transitional housing
Extra Credit Teacher Program	Provides \$7,500 silent second loans with forgivable interest in conjunction with lower interest rate CHFA first loans to assist eligible teachers to buy homes.	-Home Buyer Assistance
Farmworker Housing	Provides State tax credits for farmworker housing projects.	-New Construction -Rehabilitation
Housing Enabled by Local Partnerships (HELP)	Provides 3 percent interest rate loans, with repayment terms up to 10 years, to local government entities for locally-determined affordable housing priorities.	-New Construction -Rehabilitation -Acquisition -Home Buyer Assistance -Site Acquisition -Site Development
Joe Serna Jr. Farmworker Housing Grant Program (FWHG)	Provide recoverable grants for the acquisition, development and financing of ownership and rental housing for farmworkers.	-Home Buyer Assistance -Rehabilitation -New Construction
Multi-Family Housing Program (MHP)	Deferred payment loans for the new construction, rehabilitation and preservation of rental housing.	-New Construction -Rehabilitation -Preservation
Self-help Builder Assistance Program (SHBAP)	Provides lower interest rate CHFA loans to owner-builders who participate in self-help housing projects. Also provides site acquisition, development and construction financing for self-help housing projects.	-Home Buyer Assistance -New Construction -Site Acquisition -Site Development
Supportive Housing/Minor s Leaving Foster Care	Funding for housing and services for mentally ill, disabled and persons needing support services to live independently.	-Supportive Housing -Foster Care
3. Local Programs		
Affordable Housing In- Lieu Fees	The City collects in-lieu fee contributions from residential, commercial, and industrial development under the provisions of the <u>Inclusionary Housing Ordinance</u> .	-Acquisition -Rehabilitation -New Construction
Financial Incentives under the	The City's Density Bonus Ordinance offers financial incentives. The City uses the State provisions for density bonuses.	-New Construction
Tax Exempt Housing Revenue Bond	The City can support low-income housing by issuing housing mortgage revenue bonds requiring the developer to lease a fixed percentage of the units to low-income families at specified rental rates.	-New Construction -Acquisition -Rehabilitation

Program Name	Description	Eligible Activities
4. Private Resources/Financing Programs		
California Community Reinvestment Corporation (CCRC)	Non-profit mortgage banking consortium designed to provide long term debt financing for affordable multi-family rental housing. Non-profit and for-profit developers contact member banks.	-New Construction -Rehabilitation -Acquisition
Federal National Mortgage Association (Fannie Mae)	-Fixed rate mortgages issued by private mortgage insurers.	-Home Buyer Assistance
	-Mortgages which fund the purchase and rehabilitation of a home.	-Home Buyer Assistance -Rehabilitation
	-Low Down-Payment Mortgages for Single-Family Homes in underserved low-income and minority cities.	-Home Buyer Assistance
Freddie Mac Home Works	Provides first and second mortgages that include rehabilitation loan. City provides gap financing for rehabilitation component. Households earning up to 80% MFI qualify.	-Home Buyer Assistance
Savings Association Mortgage Company Inc.	Pooling process to fund loans for affordable ownership and rental housing projects. Non-profit and for-profit developers contact member institutions.	-New construction of rentals, cooperatives, self-help housing, homeless shelters, and group homes

Source: Compiled by Cotton/Bridges/Associates, November 2002.

1. Community Development Block Grant (CDBG) Funds

The CDBG program provides funds for a range of community development activities. The program is flexible in that the funds can be used for a range of activities including, but not limited to: acquisition and/or disposition of real estate or property, public facilities and improvements, relocation, rehabilitation and construction (under certain limitations) of housing, homeownership assistance, and also clearance activities. Currently, the City is not a recipient of funds. The City may choose to pursue CDBG funds on a competitive basis. CDBG funds are currently being targeted in federal budget reductions. It is unknown to what extent CDBG will be available to assist the city.

2. HOME Investment Partnership Program Funds

Federal HOME funds can be used for activities that promote housing and homeownership for lower-income households. Such activities include the following: building acquisition, new construction, moderate or substantial rehabilitation, first-time homebuyer assistance and tenant-based assistance. A federal priority for use of these funds is preservation of at-risk housing stock. The State HOME Income Limits for San Benito County were updated in 2019 and became effective in June 28, 2019.

San Juan Bautista has not applied for or secured HOME funds through the State HCD (through a competitive process). Administrative costs of the program and the limited size of San Juan Bautista may limit the utility of this program. The City currently does not receive any HOME funds.

3. Affordable Housing In-Lieu Fee

The City collects in-lieu fee contributions from residential projects if housing is not provided onsite, under the provisions of the Inclusionary Housing Ordinance. These fees, by ordinance, are required to be used to address affordable housing needs in the City. The City's Municipal Code Chapters 11-09-500 through 11-09-510 provide descriptions of the in-lieu fees.

4. Housing Choice Voucher Program

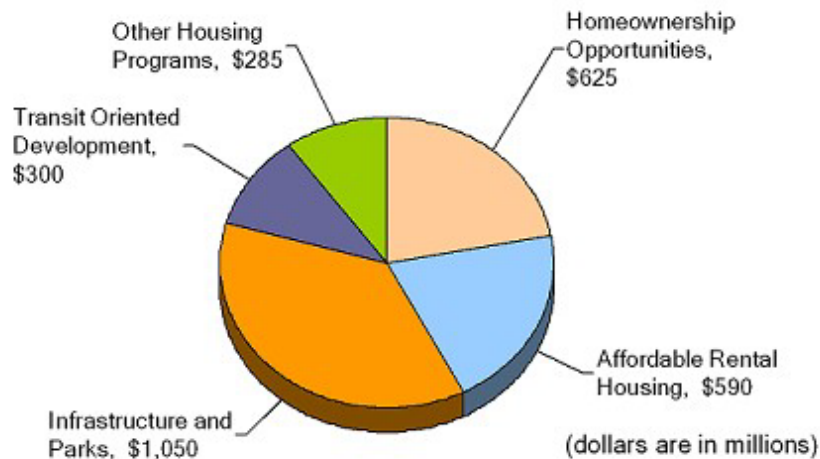
The Housing Choice Voucher Program is a federal program that provides rental assistance to very low-income persons in need of affordable housing. The Housing Choice Voucher Program offers a voucher. A voucher pays the difference between the payment standard (an exception to fair market rent) and what a tenant can afford to pay (e.g., 30 percent of their income). A voucher allows a tenant to choose housing that may cost above the payment standard, with the tenant paying the extra cost. The County of San Benito contracts with the Housing Authority of Santa Cruz County to administer the Housing Choice Voucher Program in San Benito County (San Juan Bautista). The Housing Choice Voucher Program may now be used to assist certificate holders to buy a home as well. According to the Housing Authority of Santa Cruz County's data for 2018, a total of 15 households in the City are receiving vouchers.

5. Proposition 1C: Housing and Emergency Shelter Trust Fund Act of 2006

Due to the State's budget deficit, only limited State funds have been available for affordable housing activities. However, California voters in 2006 approved a \$2.9 billion bond (Proposition

1c) to address the State's affordable housing challenges. According to the Department of Housing and Community Development (HCD), the housing bond will establish funding for housing and infrastructure programs to produce an estimated 118,000 housing units, 2,350 homeless shelter spaces, and infrastructure projects that help infill housing development such as water, sewer, parks, and transportation improvements. Specifically, the bond will be allocated according to Figure 4-3 as shown below.

Figure 4-3: Prop 1C Bond Allocation



Source: State Department of Housing and Community Development

These bond funds will be available on a competitive basis for the entire state and represent a major opportunity for the City to leverage local monies in support of affordable housing.

F. Administrative Resources

Described below is a sample of public and non-profit agencies that have been involved in housing activities in the San Juan Bautista area. These and other agencies play important roles in meeting the housing needs of the community. In particular, they are or can be involved in the improvement of housing stock, expansion of affordable housing opportunities, preservation of existing affordable housing, and/or provision of housing assistance to households in need.

1. San Benito County/Housing Authority of the County of Santa Cruz

The Housing Authority of the County of Santa Cruz was created to provide housing assistance for Santa Cruz County's lower- and moderate-income residents. The Housing Authority administers the Housing Choice Voucher Program and manages public housing developments. The Housing Authority also administers various programs, including the Mortgage Credit Certificate and Mobile Home Resident Ownership Programs. In addition, the Authority issues mortgage-backed revenue bonds to assist developers in providing affordable rental housing and single-family bonds for homeownership assistance. San Benito County contracts with the Housing Authority.

2. South County Housing (SCH)

SCH is a private non-profit organization that provides housing for low-income families living in coastal, mid-California. SCH has achieved distinction through the creation of 1,300 single- and multifamily units for farmworker families, seniors, seasonal laborers, single parents, low-income families and the homeless. SCH is also the owner/manager of more than 700 rental units affordably priced for low-income individuals and families. These properties, housing more than 3,000 residents, are maintained under the auspices of South County Housing Property Management Corporation.

3. Mid-Peninsula Housing Coalition (MPHC)

Mid-Peninsula is an established regional nonprofit organization involved in the development, management, acquisition and rehabilitation of affordable rental housing. MPHC primarily develops affordable family and senior rental apartments. Since it was founded in 1971, MPHC has developed over 3,700 affordable housing units in 6 Northern California counties. MPHC has also rehabilitated over 300 units in blighted neighborhoods. In addition, MPHC has been involved in the preservation of affordable housing units that are at risk of converting to market rate uses.

4. Community Housing Improvement Systems and Planning Association, Inc. (CHISPA)

CHISPA is one of the largest private non-profit developers in Monterey and Santa Cruz County. To date, CHISPA has produced more than 1,000 units of very low, low, and moderate-income housing throughout Monterey County. Most of CHISPA's rental, homeownership, and cooperative projects serve large families and include 3- and 4-bedroom townhouse-style units with open space and tot lots. CHISPA remains a resource and a potential partner for San Juan Bautista.

5. Habitat for Humanity

Habitat for Humanity is a non-profit, Christian organization dedicated to building affordable housing and rehabilitating homes for lower income families. Habitat builds and repairs homes with the help of volunteers and partner families. Habitat homes are sold to partner families at no profit with affordable, no-interest loans. Volunteers, churches, businesses, and other groups provide most of the labor for the homes. Government agencies or individuals typically donate land for new homes.

6. Salvation Army

The Salvation Army is a Christian non-profit organization that offers a variety of services, including: services for youth and seniors; a transitional housing program for persons in need, including those recovering from addictive behaviors; human services; and emergency/disaster relief. When a natural disaster or civil disorder occurs, the Salvation Army provides various recovery services, including shelter, counseling, congregate feeding, financial assistance, and reconstruction. Shelters may be established in Salvation Army facilities or other sites.

7. Housing Choices Coalition (HCC)

Housing Choices Coalition is a local nonprofit organization that creates and implements innovative strategies to provide quality living options for people with developmental disabilities in Santa Clara County, Monterey County, and Santa Cruz County. The Coalition aims to ensure that a variety of housing options are available to people with developmental disabilities,

including rental housing, home ownership and cooperative and/or shared housing. The Coalition works in partnership with developers, funders, and others in the planning and development of new affordable housing and the securing of housing units for use by people with developmental disabilities.

San Benito County Community Services Development Corporation (CSDC) provides affordable housing for the low to moderate income residents of San Benito County by fostering strategic relationships with Local, State and Federal agencies. CSDC also rents exclusively to low and very low-income renters ([CSDC Low Income Housing Assistance, Hollister, CA \(csdcsbc.org\)](http://csdcsbc.org)).

8. Project WeHOPE / Dignity on Wheels

WeHOPE offers 4 main programs to help homeless individuals:

- a. Transitional/Supportive Housing Program. This is a 120-day program that is intended to deal with the systemic issues related to homelessness. Clients entering this program take a series of classes, set weekly goals, meet weekly with his or her case manager, participate in a mandatory savings program, do daily housing searches, and are a positive role model for emergency clients also staying at the WeHOPE Shelter.
- b. Dignity on Wheels Mobile Hygiene Outreach Program. Dignity on Wheels is a mobile hygiene outreach program that provides free showers and laundry service for the homeless living in encampments, rotating shelters, in their vehicles or other temporary spaces where they do not have access to such amenities.
- c. H.O.P.E. Jobs H.O.P.E. Jobs is a program that offers WeHOPE clients and the general community with free certification courses to become a Security Guard or Custodial Technician. The classes are taught by nationally certified instructors within their professional industry. Each individual who successfully receives a certificate of completion for either class are able to apply for hundreds of qualified jobs throughout California.
- d. Dignity @ Work This program is offered to support formerly incarcerated individuals to become successful in all aspects of their lives. We offer comprehensive training in diverse related disciplines that provide life, communication, problem solving and financial management skills followed by job and entrepreneurship training to set the stage for successful employment either as a business owner or employee in a high-demand, low barrier to entry fields.

9. Schools/Social Services

San Juan Bautista's local high school, Anzar High School, has programs that work with migrant household's children to help them pass the California High School Exit Exam (CHASEE). English learners, who have not passed one or both parts of the CHASEE are entitled to receive "intensive instruction and services" for up to 2 consecutive academic years after their completion of grade 12 or until they pass both parts of the CAHSEE. Because many migrant households experience language barriers, this program works with children, who claim English as their second language, to help them receive a high school diploma. The Aromas-San Juan Unified School District also operates bus systems which have designated stops in rural areas of Aromas and San Juan

Bautista. These bus routes help ensure migrant children, who may live in more remote locations and have parents who leave for work in the fields early, still have access to attending school.

G. Opportunities for Energy Conservation

Not since the 1970s has energy conservation been a more important issue in California. With the escalation in energy prices during the past few years, consumers and builders have once again become more aware of energy costs. The City of San Juan Bautista recognizes that prosperity and economic development cannot be achieved at the expense of our environment. The city must strike a balance between development and environmental stewardship to keep our economy strong and, at the same time, protect our environment. The following section highlights building standards and conservation codes contributing to that success.

Title 24 of the California Administrative Code sets forth mandatory energy standards for new development, and requires adoption of an "energy budget." In turn, the home building industry must comply with these standards while localities are responsible for enforcing the energy conservation regulations. In February 2015, San Juan Bautista worked with the Monterey Bay SEED Fund to analyze several sites within the City (City Hall, City Yard, Community Center, Wastewater Treatment Plant, and the Pellet Plant) to determine any potential technical issues with implementing solar installation and in March 2015, each signed an agreement for cooperative purchasing of renewable energy. Since this agreement in 2015, the city has not adopted a Solar Energy Code for the purpose of reducing energy costs for new residential developments nor has the City adopted an energy budget. However, State law (both the Residential Building Code and CalGreen) have standards that significantly reduce energy use in new residential construction.

The following are among the alternative ways to meet these energy standards. Alternative 1 is a passive solar approach which requires proper solar orientation, appropriate levels of thermal mass, south facing windows, and moderate insulation levels. Alternative 2 generally requires higher levels of insulation than

Alternative 1, but has no thermal mass or window orientation requirements. Alternative 3 is without passive solar design but requires active solar water heating in exchange for less stringent insulation and/or glazing requirements.

Increasing energy costs, persistent drought and climate change have reshaped how Californians think when it comes to buying new homes. Solar roof panels have become increasingly commonplace over the past several decades, with both State and federal tax credits available. Energy-efficient appliances and landscaping have become amenities of choice for this class of homebuyer. Developers can make the most of this paradigm shift by embracing "green" building practices that incorporate the energy and water efficiencies that consumers desire as well as environmentally friendly construction that minimizes waste and maximizes the use of resources.

1. Monterey Bay Community Power and Pacific Gas & Electric (PG&E)

Monterey Bay Community Power, the new community choice aggregation agency in the 3-county region, opened its doors in 2018, providing 100 percent carbon-free electric power to its customers. In addition, Pacific Gas & Electric provides both natural gas and electricity to

residential consumers in San Benito County, including the City of San Juan Bautista. PG&E also participates in several other energy assistance programs which help qualified homeowners and renters conserve energy and control costs. These include:

- a. The California Alternate Rates for Energy Program (CARE) provides a 15 percent monthly discount on energy rates to income-qualified households, agricultural employee housing, shelters, hospices and other qualified non-profit group living facilities.
- b. The Relief for Energy Assistance through Community Help (REACH) Program provides one-time energy assistance to low-income customers who have experienced severe hardships and have no other way to pay their energy bill.
- c. The Balanced Payment Plan (BPP) is designed to eliminate big swings in a customer's monthly payments by averaging energy costs over the year.
- d. The Low-Income Home Energy Assistance Program (LIHEAP) provides eligible low-income persons, via local governmental and nonprofits, financial assistance to offset energy costs and weatherize homes to improve efficiency.

Beyond the savings involved with making intelligent efficiency investments there are a variety of funds available to the community that can help absorb some of the initial cost. PG&E Rebates are available at: <http://www.pge.com/myhome/saveenergymoney/rebates/index.shtml>.

2. AMBAG EnergyWatch

The City of San Juan Bautista is a member of the Association of Monterey Bay Area Governments (AMBAG). AMBAG operates a PG&E funded EnergyWatch Program that provides energy saving assistance to local governments, non-profits, schools and low to moderate income households.

This side intentionally left blank.

Sections 2, 3, and 4 of the Housing Element analyzed the housing needs, constraints, and resources in San Juan Bautista. This section of the Housing Plan sets forth the City's goals, policies, programs, and quantified objectives to address the identified housing needs for the 2023-2031 planning period, and reviews progress made during the prior planning period.

The programs proposed are in line with newer housing laws that must be implemented by California jurisdictions. However, rural cities such as San Juan Bautista may not have to meet the requirements of SB 9 since it applies to parcels that is part of an urbanized area or urban cluster, as designated by the US Census. For example, the city of San Juan Bautista is less than 2,500 population. Starting at the current population of approximately 2,100 persons, and a growth rate of 1.2% (2010-2020 Census), the city may grow to have 2,394 persons by 2031. So, for the entire planning period 2023-31 the city may not exceed the threshold number to be considered an "urbanized area" by the US Census Bureau. This means that SB 9 may not apply to the city during the planning period; nonetheless the city is committed to meeting its RHNA housing goal and housing programs listed in this Chapter.

A. Housing Goals

The goals and policies contained in the Housing Element address San Juan Bautista's housing needs and are implemented through the programs, policies, and staff of the City. In drafting these goals and policies, Section 65583 of the Government Code requires the housing element to address 5 major areas:

- Housing and Neighborhood Conservation
- Provision of Housing Assistance
- Housing Production
- Removal of Governmental Constraints
- Equal Housing Opportunity

1. Housing and Neighborhood Conservation

Conserving and improving the housing stock is an important goal. Approximately 37 percent of the occupied housing units in San Juan Bautista are built before 1970, an age when most homes begin to have major rehabilitation needs. The City supports neighborhood preservation and upgrading through provisions of the building code and code enforcement.

2. Housing Assistance

San Juan Bautista is a small community of just over 2,000 residents. As such, the number of persons with special housing needs, including seniors, large families, disabled persons, homeless persons, single parent families, and students, among others is relatively small. Nevertheless, these groups may face greater difficulty in finding decent and affordable housing due to special circumstances. Special circumstances may be related to one's income, family characteristics, disability, or health issues. The city remains committed to addressing the special needs of San Juan Bautista residents.

3. Housing Production

Housing diversity is important to ensure that all households, regardless of age, income level, and household type, have the opportunity to find housing suited to their lifestyle. Part of this diversity is addressed through the regional housing needs assessment process, which encourages the provision of housing for all economic segments in the community. However, housing diversity is also addressed by supporting alternative housing options for residents with special housing needs.

The city has an Inclusionary Housing ordinance to promote the development of housing for lower income households in San Juan Bautista.

4. Removal of Government Constraints

Under State law, the Housing Element must address, and where legally possible, remove governmental constraints affecting the maintenance, improvement, and development of housing. The City's programs are designed to mitigate government constraints on housing and facilitate development of housing affordable to lower-and moderate-income households, including families, seniors, and persons with special needs.

5. Fair and Equal Housing Opportunity

Ensuring fair and equal housing opportunity is an important goal. Whether through mediating disputes, investigating bona fide complaints of discrimination, or through the provision of education services, the provision of fair housing services is important to ensuring fair and equal access to housing. San Juan Bautista supports the provision of fair housing opportunity through its housing element policies.

The following are the 5 overarching goals of the city for the 2023-2031 housing planning period:

- | | |
|-----------------|---|
| GOAL 1.0 | SAFE AFFORDABLE HOUSING MEETING THE NEEDS OF ALL RESIDENTS |
| GOAL 2.0 | HOUSING OPPORTUNITIES FOR ALL ECONOMIC SEGMENTS AND SPECIAL NEEDS GROUPS |
| GOAL 3.0 | AVAILABLE HOUSING FOR ALL INCOME GROUPS |
| GOAL 4.0 | REASONABLE GOVERNMENTAL CONSTRAINTS ON THE DEVELOPMENT OF HOUSING |

GOAL 5.0**FAIR AND EQUAL HOUSING OPPORTUNITY FOR ALL PERSONS****B. Policies and Programs**

The housing programs described under this section contain existing programs as well as future programs needed to address identified housing needs. It is important to note that the current State budget crisis, withholding of housing funds, and unfunded mandates may restrict the ability of the City to implement these programs.

GOAL 1.0: SAFE AFFORDABLE HOUSING MEETING THE NEEDS OF ALL RESIDENTS

- | | |
|------------|--|
| Policy 1.1 | Encourage homeowners and landlords to maintain properties in sound condition through the City's residential rehabilitation assistance programs and code enforcement efforts. |
| Policy 1.2 | Encourage citizen involvement to preserve, maintain, and revitalize the City's housing stock and neighborhoods including historical and architecturally significant buildings and neighborhoods. |
| Policy 1.3 | Support housing builders in the acquisition, rehabilitation, and maintenance of older residential properties, and development of new projects, as long-term affordable housing. |
| Policy 1.4 | Preserve the existing stock of affordable housing, including mobile homes, through City regulations and financial and other forms of assistance. |
| Policy 1.5 | Invest in public infrastructure and provide appropriate public services and facilities as financially practicable. |

1.1. Code Enforcement Program

Code enforcement is a means to ensure that the character and quality of neighborhoods is enhanced and maintained, and safety hazards resolved. Code enforcement efforts in San Juan Bautista focus on bringing substandard units into compliance with City building, housing, and property maintenance codes.

Program Objective:

The City will continue to carry out code enforcement activities, including performing property inspections and citing code violations, when necessary.

ONGOING
General Fund

Building Official and City Manager

1.2. Housing Rehabilitation Program

Housing rehabilitation is critical to improve neighborhoods. The City does not currently have financial resources to develop a housing rehabilitation program. The City may choose to seek CDBG funds which could be used, in part, to assist lower income households in weatherization and other rehabilitation. The city also anticipates partnerships with non-profits in the area that may provide these types of services and opportunities, including disability access opportunities for City residents.

Program Objective:

The City anticipates, upon certification, seeking CDBG funds. As part of that process, the city will determine the amount requested and the percentage that might go to housing rehabilitation and authorizations. Additionally, the city will annually contact area non-profits that provide assistance to low- and moderate-income households continue to seek out partnerships. The city will advertise the availability of any funding/programs through brochures at City Hall, and posting on the City's website.

Quantified Object

2 units per year

Annually
CDBG

Building Official and City Manager

1.3. Lead and Asbestos Abatement Education Program

As an older and established community, San Juan Bautista has a significant stock of older homes, many of which are historically significant, located in and around the downtown as well as recently annexed areas. Some of these units are in poor condition and are predominantly occupied by lower-income households. Because of their age, many of these units are likely to contain lead-based paint and/or asbestos hazards.

Program Objective:

The City will offer brochures on lead and asbestos containment and abatement. The City will also, in conjunction with the air quality district, implement applicable State and/or federally mandated containment and abatement procedures for remodels and demolitions. Information will be made available at City Hall and posting on the City's website.

ONGOING

General Fund

Building Official and City Manager

1.4. Preservation of Affordable Housing Program

San Juan Bautista has a limited stock of affordable housing units receiving public subsidies or regulated by the City's Inclusionary Housing Ordinance. The Inclusionary Housing Ordinance units have a 55-year affordability restriction, and all are new units. None of the Community Choice vouchers have been identified to be at risk during this cycle. If one or more affordable housing units are lost, the city will actively work to replace the lost affordable housing.

Program Objective:

The city will continue to monitor affordable housing units through establishment of a database. The city will work with San Benito County to ensure Housing Choice Voucher Program vouchers remain available to San Juan Bautista residents.

ONGOING

General Fund and Housing In-lieu fees

City Planner and City Manager

GOAL 2.0 HOUSING OPPORTUNITIES FOR ALL ECONOMIC SEGMENTS AND SPECIAL NEEDS GROUPS.

- | | |
|------------|---|
| Policy 2.1 | Encourage the provision of jobs and housing by annexing areas for new employment opportunities and promoting the City's programs with current and future business owners. |
| Policy 2.2 | Continue to support the provision of rental assistance to lower-income households, and encourage property owners to list units with the Housing Authority of the County of Santa Cruz. |
| Policy 2.4 | Continue to enforce notification requirements for lower income persons displaced due to demolition, reuse, or rehabilitation as a result of code enforcement. |
| Policy 2.5 | Support efforts by non-profits to evaluate the needs for transitional and emergency housing in San Juan Bautista, including support of grant applications and assistance in identification of suitable sites. |

- Policy 2.6 Encourage and support, as feasible, non-profit and for-profit agencies who provide supportive services and alternative housing options for persons with special housing needs in San Juan Bautista and San Benito County.
- Policy 2.7 Support the provision of child care facilities throughout the community.
- Policy 2.8 Allow emergency shelters in at least one zone by right, allowing residential uses in order to provide housing for families or individuals on a limited, short-term basis.
- Policy 2.9 Recognize transitional housing as a residential use and allow this use in all zones that allow residential uses.
- Policy 2.10 Support the development of housing for special needs populations by continuing to allow residential care facilities, manufactured housing, and transition/supportive housing in all zones where single family development is allowed.

2.1. Housing Choice Voucher Program

The County of Santa Cruz Housing Authority administers the Housing Choice Voucher Program on behalf of San Benito County (San Juan Bautista). The Housing Choice Voucher Program extends rental subsidies to very low-income households, including families, seniors, the disabled, and farmworkers. The Housing Choice Voucher Program offers a voucher that pays the difference between the current fair market rent (FMR) and what a tenant can afford to pay (i.e., 30 percent of household income). The voucher allows a tenant to choose housing that costs above the payment standard, provided that the tenant pays the extra cost. According to the Housing Authority of the County of Santa Cruz, a total of 15 households in San Juan Bautista as of 2018 receive vouchers. Housing Choice Voucher Program may now be used to assist certificate holders to purchase a home as well.

Program Objective:

The city will continue to support San Benito County's efforts to provide rental vouchers to needy residents. The City will continue to encourage San Benito County, the Housing Authority or other agencies to list available rentals for the San Juan Bautista area.

ONGOING

Federal

City Manager in liaison with County

2.2. Child Care Facilities Program

Most San Juan Bautista residents commute to work outside the city. As such, there is and likely will continue to be, a need for child care facilities.

Program Objective:

The city will continue to allow child care facilities in residential districts, and facilitate the development child care component with larger developments. The City will also evaluate Title 11 to ensure that it meets applicable State laws relative to child care facilities.

ONGOING

General Fund

City Planner and City Manager

2.3. Grants Program

Over the years, California voters and legislators have authorized the issuance of bonds to support new and continued affordable or special needs housing programs, emergency shelters, neighborhood and downtown revitalization efforts, supportive services, mobility improvements, and a variety of other programs that help meet the housing needs of communities across the State. The Federal Housing and Urban Development Department offers a large number of grants, including Community Development Block Grants, Continuum of Care, and Choice Neighborhood Grants.

Program Objective:

The City will investigate funds available under a variety of programs, and where staffing and other limitations allow, pursue those funds bi- annually until the funds expire with a designated nonprofit partner in order to meet the housing needs of San Juan Bautista residents.

ONGOING

General Fund/Grants

City Planner and City Manager

GOAL 3.0 AVAILABLE HOUSING FOR ALL INCOME GROUPS.

- | | |
|------------|--|
| Policy 3.1 | Encourage the production of housing that meets the needs of all economic segments, including lower-, moderate-, and above moderate-income households, to achieve a balanced community. |
| Policy 3.2 | Provide high quality rental and ownership housing opportunities for current and future residents that are affordable to a diverse range of income levels. |
| Policy 3.3 | Encourage a variety of housing types to address the needs of farmworkers, including affordable rentals, mobile homes, single room occupancy hotels, manufactured and factory-built housing, and group housing. |
| Policy 3.4 | Continue to implement the Inclusionary Housing Ordinance, Density Bonus Ordinance, and other programs as a means of integrating affordable units within new residential development. |

- Policy 3.5 Pursue State, Federal, and other funding sources for housing activities as a means to leverage local funds and maximize assistance.
- Policy 3.6 Encourage and support the efforts of non-profit organizations that develop housing affordable to very low- low-, and moderate-income households.
- Policy 3.7 Examine the feasibility of developing quality live/work housing, as appropriate, as a means to provide affordable housing.
- Policy 3.8 Ensure that adequate infrastructure, public facilities, water and services are available or in place to support the development of new housing.

3.1. Adequate Sites Program

A key component of the Housing Element is maintaining adequate sites to accommodate the City's RHNA share. The City currently has identified sufficient sites to meet its RHNA. Nonetheless, in anticipation of a higher affordable housing allocation in the next housing element cycle, the City is working prepare a specific plan for a new growth area.

Program Objective:

The City will pursue an SB 2 Planning Grant to fund the development of a specific plan for an area located south of State Route 156.

December 2024

General Fund

City Planner and City Manager

Program Objective:

The city will prepare a specific plan for an area located south of State Route 156 to accelerate the development of housing in the City.

December 2024

SB 2 Grant

City Planner and City Manager

Program Objective:

The City will initiate annexation of the area for which a specific plan was prepared with SB 2 grant funds.

December 2024

General Fund

City Planner and City Manager

3.2. Inclusionary Housing Ordinance Program

Under the Inclusionary Housing Ordinance (Chapter 11-09), developers are required to set aside a certain portion of units in projects of six or more units for targeted income level groups. The term of affordability is a minimum of 55 years. Developers who exceed the minimum number of affordable units may be eligible for density bonuses per State law.

The Inclusionary Housing Ordinance also allows for an in-lieu fee, but this fee is insufficient to fund affordable housing that is not built under the Inclusionary Housing Ordinance.

Program Objective:

The City will review and revise its Inclusionary Housing Ordinance to ensure that the private sector assists in meeting the housing needs of all income groups in San Juan Bautista through direct construction of affordable units. Part of this revision will include an assessment of raising the in-lieu fees.

ONGOING

General Fund

City Planner and Finance Manager

Program Objective:

The City will identify suitable affordable housing projects and fund direct financial assistance, land write-downs, regulatory incentives, and other forms of assistance from its accumulated Inclusionary Housing Program account. It will also pursue SB 2 Grant Funds that after the initial year will be devoted to activities that directly reduce the cost of affordable housing.

ONGOING

General Fund

City Planner and Finance Manager

3.3. Non-Profit Housing Partnership Program

Non-profit housing developers play an important role in providing affordable housing in the State. The City has the authority to grant direct financial assistance, land write-downs, regulatory incentives, and other forms of assistance to a number of developers to provide both ownership and rental housing to extremely low income, lower- and moderate-income households.

Program Objective:

The city will continue to form relationships with non-profit organizations and look at opportunities in forming partnerships. As funds are available, the City will grant financial assistance, land write-downs, regulatory incentives, and/or other forms of assistance to non-profit developers of affordable and special needs housing.

ONGOING

General Fund/Grants

City Planner and City Manager

3.4. Mixed-Use Development Program

San Juan Bautista has zoned a large portion of the downtown area as Mixed Use. These areas have been historically commercial with some residential uses. Adding additional residential development in these areas will create more activity within the downtown, provide a variety of housing types near work and shopping, and enhance public safety. Inclusion of residential uses in the mixed-use area is encouraged through the use of incentives such as reduced parking requirements and shared parking (between

commercial and residential uses). The City has several incentives for the provision of special needs and affordable housing in the Mixed-Use District, including a density bonus of up to 50 percent (for a maximum density of 22.5 units per acre for 100 percent affordable housing projects).

Program Objective:

The city will continue to promote residential uses in the Mixed-Use District. Whenever feasible, the city will encourage the highest allowable residential densities in MU zone through the Density Bonus and Planned Unit Development.

ONGOING

General Fund

City Planner and City Manager

3.5. Single Room Occupancy

To ensure zoning flexibility that allows for the development of single-room occupancy units (SROs), the city will update its zoning ordinance to allow SROs by conditional use permit in the

Mixed Use zones near services and the Abbe Park transit station. In addition, to help meet the needs of extremely low-income households, the City will prioritize funding and/or offer financial incentives or regulatory concessions to encourage the development of SROs.

Program Objective:

The city will amend the zoning ordinance to comply with statutory requirements for single-room occupancy residences.

December 2024

General Fund

City Planner and City Manager

3.6. Small and Nonconforming Lot Consolidation

The City will provide technical assistance to property owners and developers in support of lot consolidation through a variety of actions. Such actions include identifying and publicizing

opportunities for potential consolidation. In addition, these opportunities will be flexibly paired with Planned Unit Development (PUD) and density bonus options to allow the greatest amount of flexibility possible. This could include permit streamlining, reduction in setbacks, parking requirements or fees for parking district impacts and other impact fees. The ultimate goal of this policy is to encourage and incentivize more intense residential development in areas that are historically underutilized and nonconforming when 2 adjacent lots are vacant or underutilized.

Program Objective:

The City will facilitate consolidation of smaller parcels in the Mixed-Use District and other residential districts by publicizing the underutilized sites inventory on the City's website and making it available at the planning counter, providing technical assistance

to property owners and developers in support of lot consolidation. The Council will also evaluate the deferral or lowering of development fees as appropriate.

Annually

General Fund

City Planner and City Manager

3.7. Zoning Code Amendment Addressing New Housing Laws.

The City will revise its zoning code to comply with applicable provisions of new state housing laws that became effective as of January 1, 2023, including but not limited to SB 35, SB 330, SB 10.

Program Objective:

The City will revise its Zoning Ordinance to allow ministerial approval of certain affordable housing projects; development of preliminary applications for housing projects that seek vested rights under SB 330; and gaining local control for increased housing density of up to 10 units exempted from CEQA requirements, as per SB 10. This revision will also address any other changes to the Zoning Ordinance required by Government Code 65660 et seq.

December 2024

General Fund

City Planner and City Manager

3.8. Low Barrier Navigation Centers

The City will accommodate the approval of low barrier navigation centers to better address the need of its residents experiencing homelessness, as required by Government Code 65660 et seq.

Program Objective:

The City will revise its Zoning Ordinance to allow low barrier navigation centers by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. This revision will also address any other changes to the Zoning Ordinance required by Government Code 65660 et seq.

December 2024

General Fund

City Planner and City Manager

3.9. Density Bonus

Program Objective:

The city will revise its Zoning Ordinance to be compliant with the current state density bonus laws.

December 2024

General Fund

City Planner and City Manager

3.10. Inclusionary Housing

Program Objective:

The city will revise its Zoning Ordinance to comply with current laws pertaining to inclusionary housing requirements.

December 2024
General Fund

City Planner and City Manager

3.11. Transitional and Supportive Housing

Program Objective:

The city will revise its Zoning Ordinance to comply with current state law pertaining to transitional and supportive housing.

December 2024
General Fund

City Planner and City Manager

3.12. Accessory Dwelling Unit Program

Program Objective:

The city will revise its Zoning Ordinance to comply with current state law pertaining to Accessory Dwelling Units.

December 2024
General Fund

City Planner and City Manager

GOAL 4.0: REASONABLE GOVERNMENTAL CONSTRAINTS ON THE DEVELOPMENT OF HOUSING.

- | | |
|------------|--|
| Policy 4.1 | Provide regulatory and/or financial incentives, where appropriate, to offset or reduce the costs of affordable housing development, including density bonuses and flexibility in site development standards. |
| Policy 4.2 | Implement and enforce residential design guidelines to ensure that the community's expectations are met with respect to the quality and style of housing projects. |
| Policy 4.3 | Provide priority processing to affordable housing projects |
| Policy 4.4 | Expressly permit and educate the public about secondary units as a means to provide additional affordable housing opportunities. |
| Policy 4.5 | Periodically review City regulations, ordinances, departmental processing procedures and residential fees related to rehabilitations and/or construction to assess their impact on housing costs, and revise as appropriate. |
| Policy 4.6 | Provide regulatory and financial incentives, as appropriate and financially practicable, to facilitate the development of supportive housing for families with children, and other special needs groups |

- Policy 4.7 Review and update Title 11, Zoning Ordinance, of the San Juan Bautista Municipal Code, to achieve community-wide objectives.
- Policy 4.8 Continue to support the incorporation of energy efficient devices in existing housing and utilization of energy efficient designs for new housing
- Policy 4.9 Revise the land use map within the General Plan and rezone several parcels of land on the outer boundaries of the City limits to help facilitate low income housing development consistent with State requirements

4.1. Planned Unit Development District (PUD) Program

A PUD designation allows the regulations of the underlying zoning district to be superseded, modified, or amended, to create a superior housing development design. The City will continue to use this tool to allow a PUD to, among other things, permit higher densities through smaller than standard lots, reduced set-backs, narrower streets, and other deviations from conventional zoning regulations.

Program Objective:

The city will continue to allow PUDs in order to provide flexibility in developments and facilitate creative housing options.

ONGOING

General Fund

City Planner and City Manager

4.2. Site Plan and Design Review Process Program

The city requires site plan and design review (or Historic Review) for new development and substantial remodels. Within the designated Historic Districts, the city bases its decisions on the City's Historic District Ordinance. The Planning Commission, meeting as a separate body, serves as the Historic Board. This action has served to streamline processes for the city and applicant alike. Site Plan and Review approvals outside the Hillside area, are administrative.

Program Objective:

The city will continue to utilize the Site Plan and Design Review processes as a means to reduce processing times and reduce the potential impact the design review process may have on housing supply.

ONGOING

General Fund

City Planner and City Manager

4.3. SB 35 Permit Streamlining

SB 35 requires cities and counties to streamline review and approval of eligible affordable housing projects through a ministerial approval process, exempting such projects from

environmental review under the California Environmental Quality Act (“CEQA”). This process does not allow public hearings to consider the merits of the project; rather, only design review or public oversight of the development is allowed, which must be objective and strictly focused on assessing compliance with criteria required for streamlined projects as well as objective design review of the project.

Program Objective:

The City will revise its zoning ordinance to provide a streamlined development review process for affordable housing projects in the city, consistent with the provisions of SB 35. The city will also develop a checklist for the applicant to clearly understand the process and expectations.

December 2024

General Fund

City Planner and City Manager

GOAL 5.0 FAIR AND EQUAL HOUSING OPPORTUNITY FOR ALL PERSONS.

- | | |
|------------|---|
| Policy 5.1 | Continue to enforce fair housing laws prohibiting arbitrary discrimination in the building, financing, selling or renting of housing on the basis of race, religion, family status, national origin, disability, or other such factors. |
| Policy 5.2 | Continue to support organizations that offer fair housing and mediation services to San Juan Bautista residents. |
| Policy 5.3 | Promote and support, as feasible, housing that meets the special needs of large families, single-parent/female-headed households, families with children, students, elderly persons, homeless persons, farm workers, and the disabled. |
| Policy 5.4 | Encourage the provision of housing adaptable to the physically disabled through integration of universal design features in new development, and compliance with Title 24 of the California Health and Safety Code. |

5.1. Fair Housing Program

The City supports fair housing and refers all alleged cases of discrimination to the State Office of Fair Employment and Housing and the California Rural Legal Assistance (CRLA). The city supports equal opportunity lending programs and non-discriminatory practices.

Program Objective:

The City will continue to support the State Office of Fair Employment and Housing, California Rural Legal Assistance, and equal opportunity lending programs. The City will

support efforts by the Housing Authority or other agency to list units accessible to disabled persons. The City will also make available at City Hall copies of the Consumer Affairs "Tenant Rights and Responsibilities" booklet, and Fannie-Mae's "Your Credit Rights."

ONGOING

General Fund

City Planner and City Manager

5.2. Advertise Reasonable Accommodations

In 2019, the City revised its Municipal Code to provide a procedure wherein reasonable accommodations in the application of building and planning regulations are provided to persons with disabilities. To ensure that residents are aware of these new provisions, the City intends to advertise the new provisions.

Program Objective:

The City will publish, post, and distribute informational flyers advertising and explaining new provisions in the San Juan Bautista Municipal Code related to reasonable accommodations. The city will work with San Benito County Senior Support Services and Disability Support Services in this regard.

December 2024

General Fund

City Planner and City Manager

C. 6th Cycle Quantified Objectives

Table 5-1 summarizes San Juan Bautista's Quantified Objectives for the 6th Housing Element Cycle.

Table 5-1 Quantified Objectives

Income Level	New Construction	Rehabilitation	Conservation / Preservation (1)	Total
Extremely Low	7	1	n/a	8
Very Low	9	1	n/a	10
Low	14	0	n/a	14
Moderate	18	0	n/a	18
Above Moderate	38	0	n/a	38
Total	86	2	n/a	88

Note: (1) The City has no units at risk of conversion in the current Housing Element period

D. General Plan Consistency

According to Government Code Section 65300.5, the California Legislature intends that the General Plan and its elements comprise an integrated, internally consistent and compatible statement of policies for the local jurisdiction. Accordingly, it is necessary during the course of the Housing Element update to evaluate any impact new policies, objectives, or programs may have on other elements of the General Plan.

At this time, the Housing Element does not necessitate or propose significant changes to any other element of San Juan Bautista's General Plan. However, if it becomes apparent that changes to any element are needed, the Planning Commission and City Council will propose such changes for consideration. The City will also review the Housing Element for internal consistency when any amendments are made to safety, conservation, and land use elements, based on the requirements of Government Code Section 65302.

E. Review of 5th Cycle Programs (2st 4-Year Update)

To address community conditions and housing needs identified in the adopted 2019-2023 Housing Element, the City took action to facilitate the development of housing. The actions sought to accommodate the City's regional housing needs allocation, assist in the production and rehabilitation of a wide range of housing and shelter, and establish supportive services for all income levels and special interest groups. The goals and programs have been evaluated in light of what the city has done or what other agencies or groups have completed during 2019-2023.

Overall, the goals, policies, and programs in the 2019-2023 Housing Element assisted in providing housing opportunities for all income categories, as well as meeting a diversity of housing needs. According to California Department of Finance data, a total of 53 new housing units were built within the City of San Juan Bautista between the years 2019-

2023. Table 5-2 reviews progress made on implementation of housing programs from the previous Housing Element.

Table 5-2 Review of Adopted Programs from 5th Cycle Housing Element

PROGRAM	OBJECTIVE	STATUS
1.1 Code Enforcement Program	Continue to carry out code enforcement activities, including performing property inspections and citing code violations, when necessary.	Continuing.
1.2 Housing Rehabilitation Program	Continue to monitor affordable housing units through establishment of a database. Work with San Benito County to ensure Housing Choice Voucher Program vouchers remain available to San Juan Bautista residents.	Continuing.
1.3 Lead and Asbestos Abatement	Offer brochures on lead and asbestos containment and abatement. The city will also, in conjunction with the air quality district, implement applicable State and/or federally mandated containment and abatement procedures for remodels and demolitions. Information will be made available at City Hall and posting on the City's website.	Continuing.
1.4 Preservation of Affordable Housing Program	Continue to monitor affordable housing units through establishment of a database. The city will work with Santa Cruz County to ensure Housing Choice Voucher Program vouchers remain available to San Juan Bautista residents. A range of fair housing services and programs are available and supported, including private housing agencies and income based rental apartments (13 different buildings/locations across the County accept Section 8 Vouchers).	Continuing.
2.1 Housing Choice Program	Continue to support San Benito County's efforts to provide rental vouchers to needy residents. The City will continue to encourage San Benito County, the Housing Authority or other agencies to list available rentals for the San Juan Bautista area.	Continuing.
2.2 Childcare Facilities Program	Continue to allow child care facilities in residential districts, and facilitate the development of child care component with larger developments. The city will also evaluate Title 11 to ensure that it meets applicable State laws relative to child care facilities.	Continuing.
2.3 Grants Program	Investigate funds available under a variety of programs, and where staffing and other	Continuing.

	limitations allow, pursue those funds bi- annually until the funds expire with a designated nonprofit partner in order to meet the housing needs of San Juan Bautista residents.	
3.1 Adequate Sites Program	City is evaluating additions to the City's Sphere of Influence annexation and development in the area South of Highway 156 and elsewhere within the General Plan Planning Area.	Completed.
3.2 Inclusionary Housing Ordinance Program	Revise its Inclusionary Housing Ordinance to ensure that the private sector assists engage in direct construction of affordable units. Assess raising the in-lieu fees.	Incomplete study. Continue program.
3.3 Non-profit Housing Partnership Program	Form relationships with non-profit organizations. As funds are available, grant financial assistance, land write-downs, regulatory incentives, and/or other forms of assistance to non-profit developers of affordable and special needs housing.	Continuing.
3.4 Mixed-Use Development Program	Promote residential uses in the Mixed-Use District. Encourage the highest allowable residential densities in MU zone through the Density Bonus and Planned Unit Development.	Continuing.
3.5. Single Room Occupancy	Amend the zoning ordinance.	Not completed. Continue program.
3.6. Small and Nonconforming Lot Consolidation	Publicize the underutilized sites inventory on the City's website and making it available at the planning counter, providing technical assistance to property owners and developers. Evaluate the deferral or lowering of development fees.	Continuing.
3.7. Supportive Housing by Right	Revise its Zoning Ordinance to allow supportive housing by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. This revision will also address any other changes to the Zoning Ordinance required by AB 2162.	Completed. Allowed by right in R-1, R-2, R-3 residential, Commercial, Mixed Use, and PF zones. In the Agriculture zone, allowed with site review.
3.8. Low Barrier Navigation Centers	Revise Zoning Ordinance to allow low barrier navigation centers by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. This revision will also address any other changes to the Zoning Ordinance required by Government Code 65660 et seq.	Not completed. Continue program and amend zoning code within 12 months of adoption of the 6th cycle Housing Element.

4.1. Planned Unit Development District (PUD) Program	Continue to allow PUDs in order to provide flexibility in developments and facilitate creative housing options.	Continuing.
4.2. Site Plan and Design Review Process Program	Continue to utilize the Site Plan and Design Review processes as a means to reduce processing times and reduce the potential impact the design review process may have on housing supply.	Continuing.
4.3. Accessory Dwelling Unit Ordinance Program	Amend the Zoning Code to update the Accessory Dwelling Unit Ordinance to meet current law to provide in-fill residential housing throughout the city. The City will consider potential additional approaches to encourage accessory unit development including establishing pre-approved design prototypes to encourage and stimulate the development of accessory units.	Complete by June 30, 2024
4.4. SB 35 Permit Streamlining	The City will revise its zoning ordinance to provide a streamlined development review process for affordable housing projects in the city, consistent with the provisions of SB 35.	Not completed. Continue program.
5.1. Fair Housing Program	Continue to support the State Office of Fair Employment and Housing, California Rural Legal Assistance, and equal opportunity lending programs. The City will support efforts by the Housing Authority or other agency to list units accessible to disabled persons. The City will also make available at City Hall copies of the Consumer Affairs "Tenant Rights and Responsibilities" booklet, and Fannie-Mae's "Your Credit Rights."	Continuing.
5.2. Advertise Reasonable Accommodations	The City will publish, post, and distribute informational flyers advertising and explaining new provisions in the San Juan Bautista Municipal Code related to reasonable accommodations.	Continuing.



CITY OF SAN JUAN BAUTISTA
NOTICE OF CITY COUNCIL HEARING & 30-DAY NOTICE OF AVAILABILITY OF THE
2023-2031 GENERAL PLAN HOUSING ELEMENT & FAIR HOUSING ANALYSIS

Location: City Council Chambers
311 Second Street, San Juan Bautista, CA 95045

NOTICE IS HEREBY GIVEN that the City of San Juan Bautista, California, will conduct a **City Council Public Hearing** on **Tuesday, September 19, 2023, at 6:00 P.M.** to receive input from the public on the **2023-2031 Housing Element Update** and the **Fair Housing Analysis**. This Notice of Availability also provides the required 30-day Notice for public review of the of Housing Element & the Fair Housing Analysis.

The Planning Commission conducted a public workshop on the matter on June 29, 2023, at 6:00 P.M., at City Hall Council chambers, during which time the housing and fair housing issues were discussed and public comments were received.

The Housing Element, a part of the City's General Plan, is required to identify and analyze existing and projected housing needs in order to preserve, improve and develop housing for all economic segments of the community, thereby affirmatively furthering fair housing policies and programs. The Housing Element Update will cover the City's housing policies, goals, and objectives for the planning period ending in 2031. In addition, the Housing Element also contains a fair housing analysis of fair housing enforcement, integration and segregation patterns and trends, racially and ethnically concentrated areas of poverty, disparities in access to opportunity, disproportionate housing needs in the city, and displacement risks.

Public Participation in the preparation of the Housing Element is a very important component of the planning process. The primary purpose of public participation is to receive input from citizens and stakeholders in the preparation of the housing element. The 30-day notice of availability of the draft Housing Element and the Fair Housing Analysis provides the participants an opportunity to provide additional comments and participate in the plan-making process. The city (through its consultants) will answer any questions and record the public comments received at the meeting. *A Spanish translator will be present at the meeting.*

Any person with impairment pursuant to the American Disabilities Act ("ADA") who needs special accommodation for the Public Hearing or needs further information, please call the City Clerk at (831) 623-4661.

Any person unable to attend the meeting may submit written comments to the City of San Juan Bautista, 311 Second Street, San Juan Bautista, CA 95045, or by email to Brian Foucht, Community Development Director at the following email address: acm-cddirector@san-juan-bautista.ca.us.

Posted: September 11, 2023.

City Clerk
City of San Juan Bautista

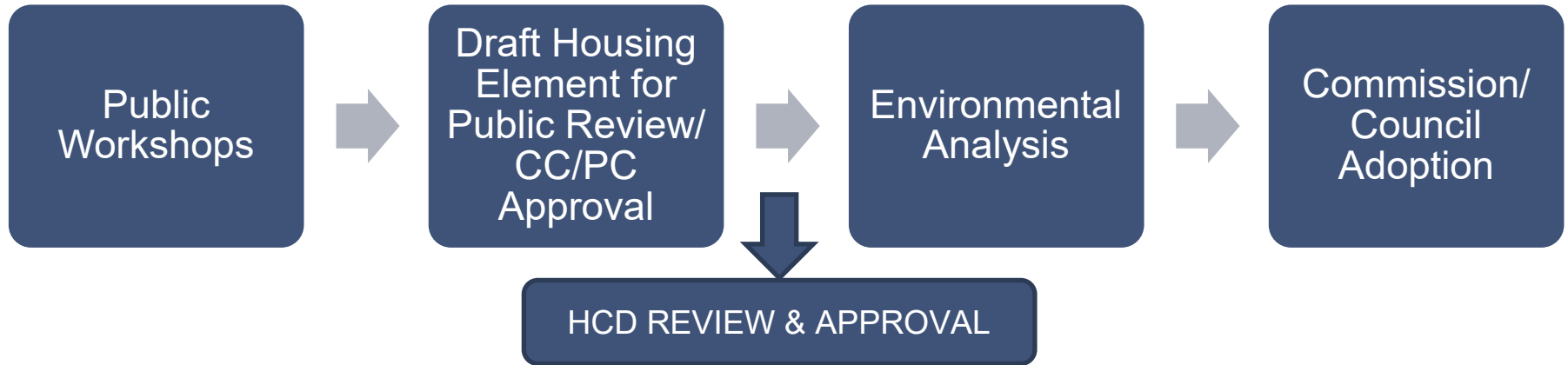
PUBLIC HEARING 2023-2031 DRAFT HOUSING ELEMENT & Fair Housing Analysis

**City Council, September 19, 2023
6:00 P.M.**





PLANNING PROCESS





COMMUNITY PARTICIPATION

Planning
Commission
Workshop –
June 27, 2023



Public Review -
Draft HE & FHA
HEARING
PC - SEPT. 12,
2023.
CC – SEPT. 19,
2023



HE Adoption
(TBD).

What is a Housing Element?

A housing element is a City's vision and a plan on how best to provide housing for all income groups within the City and affirmatively furthering fair housing.

The housing element must be updated every eight years.

Steps in Updating Housing Element?

- Review and revise the Housing Element
- Incorporate new programs into the existing format
- Perform Site Inventory
- Include affordability level in Site Inventory (New)
- Include Programs to **Affirmatively Further Fair Housing**

What is Fair Housing Analysis?

1. Outreach
2. Assessment of Fair Housing
 - a. Key Data and Background Information
 - b. Fair Housing Enforcement and Outreach Capacity
 - c. Integration and Segregation Patterns and Trends
 - d. Racially or Ethnically Concentrated Areas of Poverty
 - e. Disparities in Access to Opportunity
 - f. Disproportionate Housing Needs in the Jurisdiction
 - g. Displacement Risk
3. Sites Inventory
4. Identification of Contributing Factors, Goals and Actions



OBSERVATIONS

Observations of the Housing Element and Fair Housing Analyses are as follows:

DEMOGRAPHIC DATA

- Population (2020 Decennial): 2,089
- Hispanic or Latino: + 60%
- Households (2021 ACS): 699
- Owner occupied (2021 ACS): 56.37%
- Persons per HH (2021 ACS): 2.68
- Median HH Income (2021 ACS) - \$92,404
- Poverty (2021 ACS – 6.7% (All female headed households).



FAIR HOUSING INDICATORS

1. Diversity Index (Racial and Ethnic Diversity): 1 to 100%

Moderate to high diversity index scores throughout the City of San Juan the City, and the County as a whole. The eastern half of the city also has a high diversity index score of ≤ 85 . There has not been much change to the diversity index between 2018 and 2023.

2. GINI Index (Income Disparity): 0 to 1

Gini coefficient for California is 0.487. County of San Benito's Gini index is 0.408. The lower Gini index in San Benito is reflective of the lower overall poverty levels in the area compared to California.



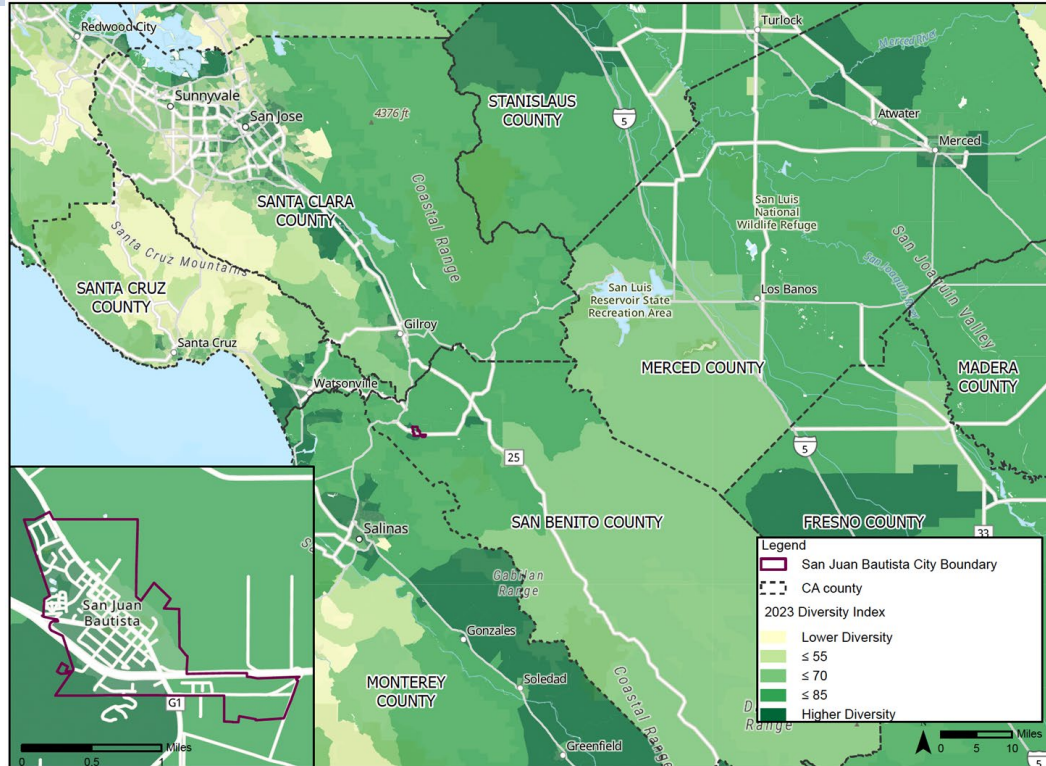
FAIR HOUSING INDICATORS

3. Dissimilarity Index (uneven distribution of racial or ethnic populations in different neighborhoods).

The dissimilarity index in 2010 was 0.308 while that in 2020 was 0.358. The change reflects an increase in non-white population in San Benito County. Considering the population distribution in San Juan Bautista of approximately 50% Hispanic/Latino, San Juan Bautista appears to have some dissimilarity.



Diversity Index





FAIR HOUSING INDICATORS

4. Racially or Ethnically Concentrated area of Poverty (R/ECAP).

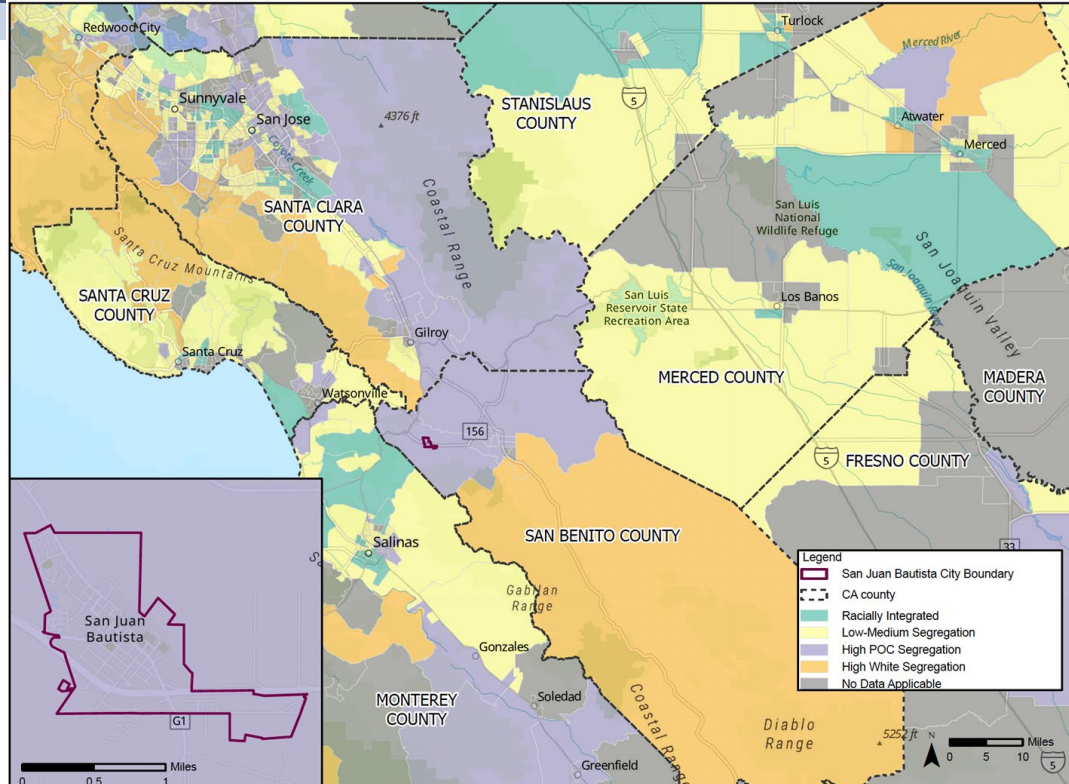
A lower proportion of San Juan Bautista's households are under the poverty line (6.7%). There are no racially concentrated areas of affluence or racially concentrated areas of poverty in the city.

5. Racially Concentrated Areas of Affluence (RCAA):

Any census block in the city with a median household income of \$125,000 and a population that is 80 percent or more white. The correlation assumes that the lower the income, the higher the diversity of population. San Juan Bautista is not designated as RCAA as most of the census tracts within San Benito County.

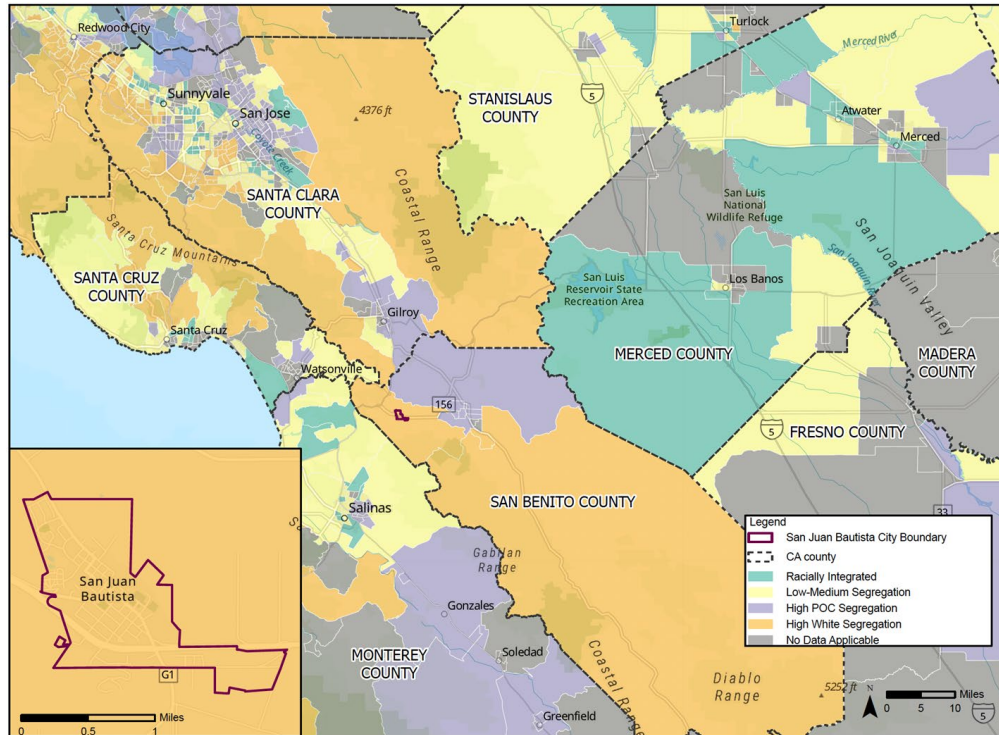


Racial Segregation/Integration - 2020



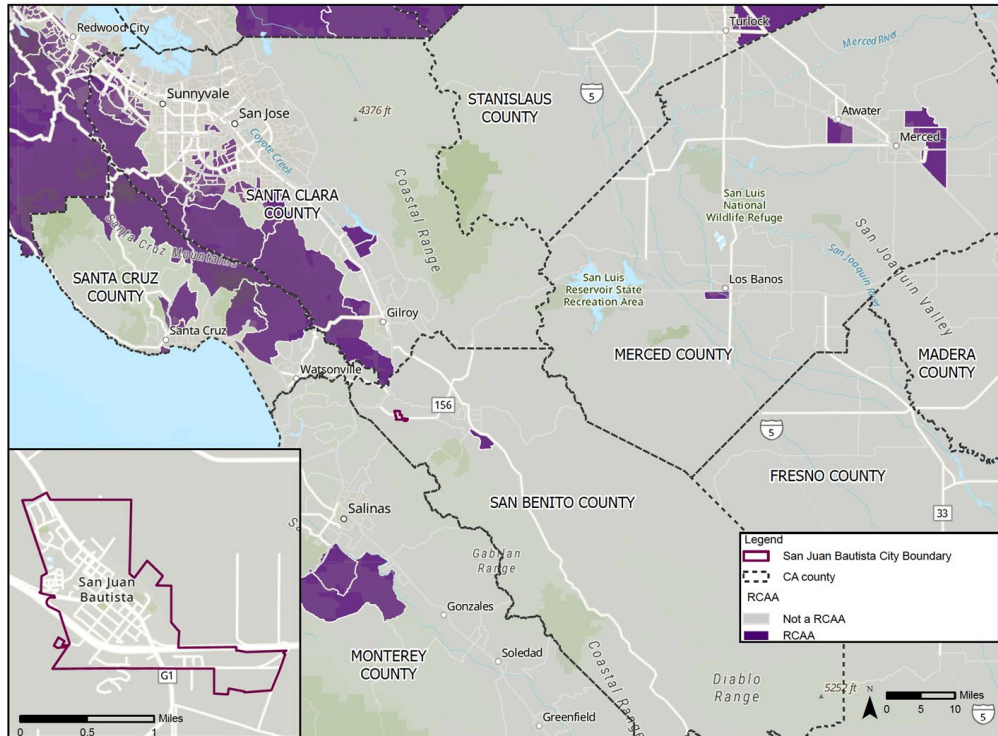


Racial Segregation/Integration - 2010





Racially Concentrated Areas of Affluence





FAIR HOUSING INDICATORS

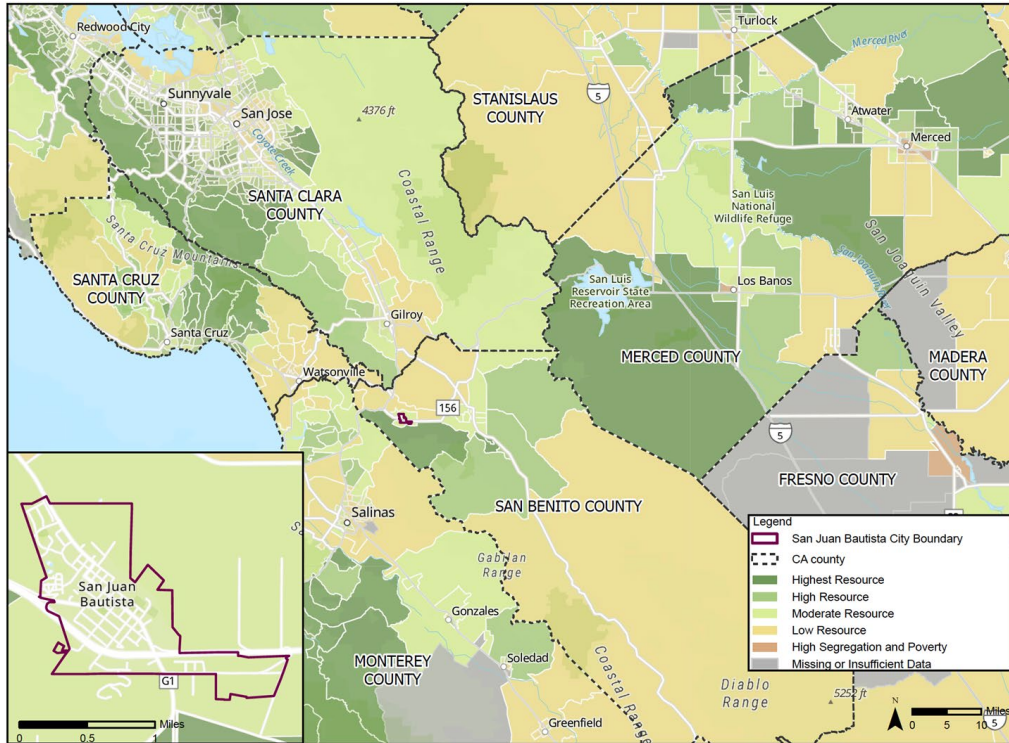
6. Disparities in Access to Opportunities:

Census tracts are categorized as Highest Resource, High Resource, Moderate Resource, Moderate Resource (Rapidly Changing), Low Resource, or areas of High Segregation and Poverty.

San Juan Bautista has moderate resources and opportunities.



TCAC/HCD Opportunity Area





FAIR HOUSING INDICATORS

7. Disproportionate Housing Needs. Over payment, Cost burdens

The most disproportionate housing needs in San Juan Bautista include increasing the variety of housing types at affordable prices for low-income households as 48.23% of the households have experienced cost burden during the period 2017 to 2021. Overall, the cost burden has reduced significantly compared to the 2010-2014 period when the cost burden was over 80%.



FAIR HOUSING INDICATORS

8. Displacement - occurs when households are forced to move because they are evicted or their building was torn down, often to make way for new and more expensive development.

San Juan Bautista has recorded a low displacement risk in 2022 as is the case in most parts of the County. There are no disadvantaged communities in City of San Juan Bautista. San Juan Bautista is a sensitive community with vulnerability for displacement because of housing cost.



FAIR HOUSING INDICATORS

9. Site Inventory

The RHNA sites are not concentrated in areas with high racial or ethnic populations, persons with disabilities, female-headed households, senior households, or Low-and-moderate income (LMI) households.



FAIR HOUSING INDICATORS

10. Identification of Contributing Factors, Goals and Actions:

The programs in the Housing Element previously discussed are created in light of the findings of the fair housing analysis and needs of the community.



6th CYCLE RHNA ALLOCATION

	Very-Low	Low	Mod.	Above-Mod.	Total
San Benito County	1,110	890	947	2,058	5,005
Hollister	846	678	826	1,813	4,163
San Juan Bautista	18	14	18	38	88
Unincorp. San Benito	246	198	103	207	754



QUANTITATIVE HOUSING OBJECTIVES

Income Level	New Construction	Rehabilitation	Conservation / Preservation (1)	Total
Extremely Low	7	1	n/a	8
Very Low	9	1	n/a	10
Low	14	0	n/a	14
Moderate	18	0	n/a	18
Above Moderate	38	0	n/a	38
Total	86	2	n/a	88



5th CYCLE (2015-2023) RHNA

5th Cycle RHNA

Income Category	City's Share of Regional Housing Needs	
	Number of Units	Percent of Total Units
Extremely Low Income	5	12%
Very Low	5	12%
Low	6	15%
Moderate	8	20%
Above Moderate	17	41%
Total	41	100%



HOUSING BUILT IN 5th Cycle (2015-2023) RHNA

Housing Built in 5th Cycle

Affordability Distribution	Housing Units by Income Level
Very Low	0
Low	0
Moderate	0
Above Moderate	53
Total Units	53



GENERAL PLAN CONSISTENCY

- **Update and ensure that the housing element amendments are internally consistent and compatible with the other elements of the general plan.**

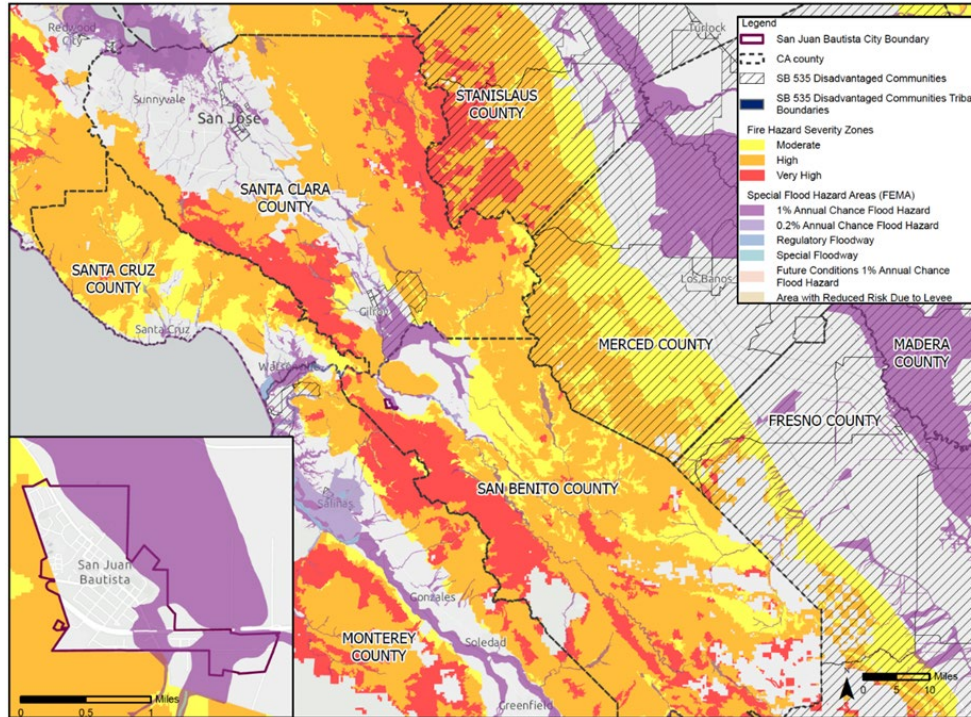


VACANT SITES





ENVIRONMENTAL CONSTRAINTS – Flood and Fire





PROPOSED HOUSING PROGRAMS

PROGRAM No.	DETAILS	OBJECTIVES/ACTIONS
1.1	Code Enforcement Program	Continue to carry out code enforcement activities, including performing property inspections and citing code violations, when necessary to ensure that the character and quality of neighborhoods is enhanced and maintained.
1.2	Housing Rehabilitation Program.	City to consider seeking CDBG funds, forge partnerships with non-profits in the area and work with San Benito County on implementation of Housing Choice Voucher program
1.3	Lead and Asbestos Abatement Education Program	Offer brochures on lead and asbestos containment and abatement. The city will also, in conjunction with the air quality district, implement applicable State and/or federally mandated containment and abatement procedures for remodels and demolitions. Information will be made available at City Hall and on the City's website.
1.4	Preservation of Affordable Housing Program	Continue to monitor affordable housing units through establishment of a database. The city to continue Inclusionary Housing Ordinance and work with San Benito County on Housing Choice Voucher Program



PROPOSED HOUSING PROGRAMS

2.1	Housing Choice Voucher Program	Continue to support San Benito County's efforts to provide rental vouchers to needy residents. The City will continue to encourage San Benito County, the Housing Authority or other agencies to list available rentals for the San Juan Bautista area.
2.2	Childcare Facilities Program	Continue to allow child care facilities in residential districts, and facilitate the development of child care component with larger developments. The city will also evaluate Title 11 to ensure that it meets applicable State laws relative to child care facilities.
2.3	Grants Program	Investigate funds available under a variety of programs, and where staffing and other limitations allow, pursue those funds bi- annually until the funds expire with a designated nonprofit partner in order to meet the housing needs of San Juan Bautista residents.
3.1	Inclusionary Housing Ordinance Program	Revise its Inclusionary Housing Ordinance to ensure that the private sector assists engage in direct construction of affordable units. Assess raising the in-lieu fees.



PROPOSED HOUSING PROGRAMS

3.2	Non-profit Housing Partnership Program	Form relationships with non-profit organizations. As funds are available, grant financial assistance, land write-downs, regulatory incentives, and/or other forms of assistance to non-profit developers of affordable and special needs housing.
3.3	Mixed-Use Development Program	Promote residential uses in the Mixed-Use District. Encourage the highest allowable residential densities in MU zone through the Density Bonus and Planned Unit Development.
3.4	Single Room Occupancy (SRO)	Amend the zoning ordinance to allow SROs by conditional use permit in the Mixed-Use zones near services and the Abbe Park transit station. In addition, to help meet the needs of extremely low-income households, the City will prioritize funding and/or offer financial incentives or regulatory concessions to encourage the development of SROs.



PROPOSED HOUSING PROGRAMS

3.5	Small and Nonconforming Lot Consolidation	Publicize the underutilized sites inventory on the City's website and making it available at the planning counter, providing technical assistance to property owners and developers. Evaluate the deferral or lowering of development fees. Facilitate consolidation of smaller parcels in the Mixed-Use District and other residential districts.
3.6	Supportive Housing by Right	Revise its Zoning Ordinance to allow supportive housing by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. This revision will also address any other changes to the Zoning Ordinance required by AB 2162.
3.7	Zoning Code Amendment	Revise Zoning Ordinance to comply with new state housing laws, including but not limited to SB35, SB330, SB9, SB10 to affordable housing projects in zones where multifamily and mixed uses are permitted, and permitting multifamily uses in non-residential zones
3.8	Low Barrier Navigation Centers	Revise city's zoning ordinance to allow barrier navigation centers by right in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses. This revision will also address any other changes to the Zoning Ordinance required by AB 2162.



PROPOSED HOUSING PROGRAMS

4.1	Planned Unit Development District (PUD) Program	Continue to allow PUDs in order to provide flexibility in developments and facilitate creative housing options.
4.2	Site Plan and Design Review Process Program	Continue to utilize the Site Plan and Design Review processes as a means to reduce processing times and reduce the potential impact the design review process may have on housing supply.
4.3	SB 35 Permit Streamlining	The City will revise its zoning ordinance to provide a streamlined development review process for affordable housing projects in the city, consistent with the provisions of SB 35.
5.1	Fair Housing Program	Continue to support the State Office of Fair Employment and Housing, California Rural Legal Assistance, and equal opportunity lending programs. The City will support efforts by the Housing Authority or other agency to list units accessible to disabled persons. The City will also make available at City Hall copies of the Consumer Affairs "Tenant Rights and Responsibilities" booklet, and Fannie-Mae's "Your Credit Rights."
5.2.	Advertise Reasonable Accommodations.	The City will publish, post, and distribute informational flyers advertising and explaining new provisions in the San Juan Bautista Municipal Code related to reasonable accommodations.



CEQA

- **California Environmental Quality Act (CEQA)**
- **Common Sense Exemption, CEQA Guidelines Section 15061(b)(3)).**



NEXT STEPS

HCD REVIEW
AND
COMMENTS.
APPROVAL



CITY COUNCIL
ADOPTION



HCD
CERTIFICATION

OPEN PUBLIC MEETING

- **Staff recommends that the City Council open the floor for public input/comments on the Draft HE & FHA.**
- **After closing the Public Hearing, staff recommends that the CC direct staff to submit the Draft HE & FHA to the City Council, with or without amendments.**



Thank you

Please send your comments by mail or email to the City of San Juan Bautista as follows:

Mail: Housing Element Update, City of San Juan Bautista, 311
Second Street, San Juan Bautista

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

City Hall Contact Number: (831) 623-4661

CITY MANAGER'S REPORT

ADMINISTRATION

Completed 2 of 4 HR Evaluations this month;

one drafted, one 90-day review pending

Initiated Review of Library operations-

CEO of Public Libraries Partnership will help

Completed Interviews for Recreation Technician

offer to be made within the week

Requested a proposal for interior design at City Hall

CITY MANAGER'S REPORT

ADMINISTRATION

Looking into the use of AI at City Hall

Hot topic with the ICMA, Cal-League of Cities and others

Continue to attend MBAMG monthly lunches

Appointed to Advisory Board of the CSUN MPA program

Attended two MBEP meetings this past month

Attended two 3CE meetings –

Local Operations Board and a special closed session

Did not attend the Annual Meeting in Paso Robles

Attended the August Sprit of San Juan meeting and 9.14.23 reception

Distributed a request for funding from the SJB-BA “Harvest Festival”

CITY MANAGER'S REPORT

SANITARY SEWER FORCE MAIN STATUS

Issued a notice of award and notice to proceed to Specialty Construction

USDA - kick-off meeting

Began weekly construction meetings

Reached out to industrial users

- met with Coke Farms regarding traffic and new services agreement

- No reply from True Leaf or Taylor

Organized ground breaking 09.29.23

- designing signs for sponsors

- Invites went out 09.13.23

Coordinating schedule changes with EPA and RWQCD's settlement agreement

CITY MANAGER'S REPORT

IMPORT WATER

Monthly meeting with district General Manager

Still resolving minor route adjustments

Under contract with HDR to update design

Design completion pushed from September to mid-October

Provided new deadlines based upon sewer project changes

Water import has to be completed within a year of the sewer project

Sold the Pellet Plant and it has been removed

Rebuilt the Well 5 Pump \$32,000 – back on line- hopefully 9.18.23

CITY MANAGER'S REPORT

COMMUNITY DEVELOPMENT

Housing Element Approved by PC

Met with Elite Development – Hillside Development project

3rd Street vacant property development

2 phases; #1 is approved for 8 SFH, proposing 13 duplex units behind these for 26 units

New project for the Alameda Gas Station- hearing 10.03.23

45 Washington- HRB and PC Hearing- Demo existing/new Duplex

Ad-Hoc Committee concerning ZC Changes 11-04-030

UGB-SOI did not meet, next meeting 4th Thursday (09.28.23)

Planning Area- Dan De Vries drafting MOU with County (?)

CITY MANAGER'S REPORT

FACILITIES

Met with State Park Representative

Prop 68 Funded Franklin Park and Verutti Park

Issuing Building Permit for Community Hall this week

Met with Historic Society concerning Luck Park and CIP

Landscape RFP for special districts to be published this week

CITY ENGINEER

Retreat Friday the 8th

FEMA documentation work continues

ADA Assessment

CITY ATTORNEY

Negotiated Contract- met twice in their office/Orientation

CITY MANAGER'S REPORT

INTERGOVERNMENTAL MEETING

Traffic Calming

Highway 156- remove left turn ability from side streets

CITYGATE AUD POD

20-minute Narrative of the Organizational Study

Implementing Public Safety Reorganization Now

CITY MANAGER'S REPORT



CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

DATE: SEPTEMBER 19, 2023

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: BRIAN FOUCHT, COMMUNITY DEVELOPMENT DIRECTOR

TITLE: APPROVE A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG) FOR ACCEPTANCE OF REGIONAL EARLY ACTION PLANNING GRANT PROGRAM (REAP 2.0) FOR THE THIRD STREET MASTER PLAN

RECOMMENDED ACTION(S):

Approve a Resolution authorizing the City Manager to execute an MOU with AMBAG authorizing the use of REAP 2.0 Grant funds for the Third Street Master Plan project.

DISCUSSION:

Principal Grant Objectives:

Principal objectives of the REAP 2.0 Grants are as follows:

- Advance infill development by selecting a project area that does not share a boundary with any agricultural or open space lands;
- Promote mixed - use development resulting in efficient land use patterns and reductions in vehicle miles traveled (VMT);
- Achieve 6th Cycle Housing Element goals, objectives and programs;
- Result in transformative strategies to create beneficial impacts and efficient land use patterns; and
- Assist disadvantaged and underserved communities, further fair housing and reducing cost burden.

Third Street Master Plan Objectives:

Objectives funded by the proposed grant are as follows:

- Identify sites for modest increases in residential density and commercial intensity of land use within a mixed - use setting;
- Plan for new public and private investment carefully coordinated with protection and preservation of the Third Street National Register Historic District
- Update the infrastructure in the San Juan Bautista Historic Downtown to meet a serious existing need and planned modest increases in density and intensity of uses;
- Assure the attractiveness of the pedestrian environment through safety and design improvements;
- Encourage increased bicycle use, provide a sustainable parking strategy;
- Create a sense of place through preservation of historic resources, and creation of spaces that can accommodate expressions San Juan Bautista art and culture.
- Include the following key plan elements: 1) Parking; 2) wayfinding; 3) pedestrian and bicycle amenities and staging; 4) multi-modal transportation facilities within an infill area; 5) spaces for pedestrian-oriented outdoor creative placemaking, hospitality and commerce.

Schedule

REAP projects and activities must be completed; final activity reports due to AM BAG; final project invoices due to AMBAG by March 31, 2026

ATTACHMENTS:

1. Resolution with MOU
2. Grant Application with scope of work, timeline, budget, project area

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
TO APPROVE ENTERING INTO AN AGREEMENTS FOR THE REGIONAL EARLY
ACTION PLANNING GRANT 2.0 PROGRAM**

RECITALS

WHEREAS, the California Department of Housing and Community Development (HCD) is authorized to provide up to \$510,000,000 to Metropolitan Planning Organizations and Councils of Government listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning Grants Program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10; and

WHEREAS the State of California Department of Housing and Community Development (HCD) issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Metropolitan Planning Organizations and Councils of Government; and

WHEREAS, the Association of Monterey Bay Area Governments (AMBAG) requested funds from HCD pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1); and

WHEREAS, HCD approved AMBAG's Request for Funds, subject to the terms and conditions of Eligibility, Guidelines, NOFAs, Program requirements, and the Standard Agreement by and between HCD and AMBAG; and

WHEREAS, AMBAG is authorized to suballocate REAP 2.0 funds to eligible applicants in the AMBAG region and will administer the REAP 2.0 grant program and provide oversight of the grant program in the AMBAG region; and

WHEREAS, AMBAG developed a suballocation program in cooperation with HCD and eligible applicants in the AMBAG region; and

WHEREAS, the AMBAG issued a Notice of Funding Availability for a REAP 2.0 suballocation program for eligible applicants in the AMBAG region on June 15, 2023; and

WHEREAS, the City of San Juan Bautista is eligible to submit a request for allocation for a portion of REAP 2.0 funds from AMBAG; and

WHEREAS, the amounts allocated to City of San Juan Bautista will be based on the allocation method approved by HCD and AMBAG; and

WHEREAS, AMBAG shall approve allocation requests subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

THEREFORE, BE IT RESOLVED:

1. The City of San Juan Bautista is hereby authorized to accept an allocation not to exceed **\$85,000** from the Association of Monterey Bay Area Governments for REAP 2.0 grant funding, and
2. The City of San Juan Bautista is hereby authorized to enter into agreements and take further actions as may be necessary to give effect to this resolution, such as executing amendments, memorandums of understanding, and approving funding applications with the Association of Monterey Bay Area Governments for REAP 2.0 grant funding.

PASSED AND APPROVED by the San Juan Bautista City Council on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

Attachments:

MEMORANDUM OF UNDERSTANDING
between
THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS
and
The City Of San Juan Bautista
Regarding
REGIONAL EARLY ACTION PLANNING GRANTS PROGRAM OF 2021

WHEREAS, on June 29, 2021, Governor Newsom signed the Budget Act of Fiscal Year 2021-2022 which established the Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) which allocated \$600 million in one-time funds to accelerate infill housing development, affirmatively further fair housing, and reduce VMT; and

WHEREAS, the California Department of Housing and Community Development (HCD) has been assigned as the state agency overseeing this program; and

WHEREAS, a portion of REAP 2.0 funds have been allocated to the Association of Monterey Bay Area Governments (AMBAG); and

WHEREAS, AMBAG will grant the majority of REAP 2.0 funds to eligible entities in the AMBAG area; and

WHEREAS, eligible entities may apply for a portion of AMBAG's REAP 2.0 funds according to an allocation method approved by the AMBAG Board; and

WHEREAS, AMBAG shall approve grant applications subject to the terms and conditions of eligibility, guidelines, Notices of Funding Availability, and program requirements.

THEREFORE BE IT RESOLVED:

The following agreement is entered into between City Of San Juan Bautista (Grantee) and the Association of Monterey Bay Area Governments (AMBAG).

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

The Regional Early Action Planning Grants Program of 2021 (REAP 2.0 or Program) is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to eight million six hundred and twenty-five thousand (\$8,625,000) shall be distributed by AMBAG to eligible entities in the AMBAG area under the Program in accordance with Chapter 3.15 of the California Health and Safety Code (Statute). The Association of Monterey Bay Area Governments (AMBAG) shall administer the Program to eligible entities in the AMBAG area in accordance with the Statute and AMBAG's REAP 2.0 Local Suballocation Grant Program and Regional Competitive Grant Program Guidelines (Guidelines), pursuant to Health and Safety Code section 50515.10(h), and program guidance.

This Agreement (Agreement) authorizes the encumbrance of the total funds available to the awardee, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved applications, and any subsequent modifications.

The Grantee shall consult with AMBAG on any amendment modification or other provision related to the implementation of the Program. AMBAG's decisions related to the administration of the Program shall be final.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. AMBAG has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, AMBAG shall encumber the full amount pursuant to the Guidelines and provide payment upon reimbursement request and subsequent payments in accordance with this agreement. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds in accordance with this agreement.

3. Definitions

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application as attached hereto and incorporated herein by this reference, and as set forth in this agreement. The scope of work may be amended in compliance with statutory requirements subject to approval by AMBAG.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by AMBAG at AMBAG's principal place of business.
- B. AMBAG may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, or award amount to the Grantee.
- C. AMBAG may monitor expenditures and activities of the Grantee, as AMBAG deems necessary, to ensure compliance with statutory or AMBAG requirements.
- D. AMBAG may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. AMBAG's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **AMBAG Contract Coordinator**

The Contract Coordinator of this Agreement for AMBAG is Paul Hierling, Senior Planner. Any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to phierling@ambag.org.

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. AMBAG is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by AMBAG. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect AMBAG's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, AMBAG or AMBAG's designee may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed **\$85,000**
- B. This Agreement authorizes payments and awards up to the total award amount as described in Section 2A of this Exhibit and is subject to AMBAG approval.
- C. The Grantee shall submit and follow a schedule for the expenditure of the award prior to disbursement of funds as attached hereto and incorporated hereby this reference. The schedule is subject to AMBAG approval and may be revised as AMBAG deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and AMBAG.
- B. All Grant funds must be obligated no later than March 31, 2024 and expended by March 31, 2026 unless the grant recipient receives an extension to the grant expenditure deadline in writing.

- C. Extensions to the March 31, 2026 grant spending deadline may only be granted by AMBAG to the grantee in writing after September 31, 2025 and only if the grantee has spent at least 60% of their REAP 2.0 grant by September 31, 2025.
- D. Final invoices must be submitted to AMBAG by April 15, 2026. Under special circumstances, approved by AMBAG and in accordance with the expenditure deadline, AMBAG may modify the invoice deadline and may provide exception to carry out the terms of this Agreement.
- E. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. AMBAG shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and REAP 2.0 Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by AMBAG that involve planning and implementation activities in accordance with the Statute and REAP 2.0 Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to AMBAG to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- E. After the Agreement has been executed by AMBAG and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with the scope of work and subject to the terms and conditions of this Agreement.

REAP 2.0 TERMS AND CONDITIONS

1. Accounting and Records

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that AMBAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. Invoicing

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and

reporting documents.

- C. The Grantee must bill AMBAG based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable.
- D. The Grantee shall submit to AMBAG on a quarterly basis or upon completion of deliverable, and each requisition for payment (Invoice) shall accompanied by a narrative progress report. Quarters are defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. Project invoices may be submitted to AMBAG by the Grantee on a quarterly basis or upon completion of a deliverable, subject to AMBAG's approval.
- E. The grantee shall submit an invoice to AMBAG no later than fifteen calendar days (15) after the close of each quarter. Invoices shall describe progress toward completion of tasks, projects, and products, conformance with project schedules and reporting of costs incurred.
- F. Year-end Invoices, reports, and supporting documentation submitted in the quarter April 1 to June 30 submitted over fifteen calendar days (15) after the close of the quarter shall not be paid.
- G. All invoices must also include supporting documentations including receipts or backup for all expenses for which reimbursement is sought. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by AMBAG to support the reimbursement to the Grantee for expenditures incurred.
- H. Payment of Invoices is contingent upon receipt by AMBAG or the above documentation provided by the Grantee. Payment to Grantee is further contingent upon AMBAG's determination that the performance of the Grantee meets State and AMBAG standards.
- I. All Grantee funds must be spent and work completed by March 31, 2026.
- J. AMBAG must indicate approval of Grantees invoices before they will be considered complete

3. **Audits**

- A. At any time during the term of the Agreement, AMBAG may perform or cause to be performed a financial audit of any and all phases of the award. At AMBAG's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. AMBAG has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that AMBAG or AMBAG's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide AMBAG, or AMBAG's designee, with any relevant information requested.
- D. The Grantee agrees to permit AMBAG or AMBAG's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.
- E. AMBAG may request additional information, as needed, to meet other applicable audit requirements.
- F. AMBAG or AMBAG's designee may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as AMBAG deems necessary, to ensure compliance with REAP requirements.
- G. If there are audit findings, the Grantee must submit a detailed response acceptable to AMBAG or AMBAG's designee for each audit finding within 90 days from the date of the audit finding report.
- H. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to AMBAG unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine- readable formats.
- I. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the

Grantee shall include AMBAG's right to audit the contractor's records and interview their employees.

- J. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-Performance**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by AMBAG's Executive Director, or the Executive Director's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of AMBAG's Executive Director or Designee shall be AMBAG's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by AMBAG will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- C. In the event that it is determined, at the sole discretion of AMBAG, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from AMBAG to stop work, the Grantee shall cease all work under the Agreement. AMBAG has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. AMBAG has the right to terminate the Agreement at any time upon 30 calendar days written notice. The notice shall specify the reason for early termination and may permit the Grantee or AMBAG to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to AMBAG within 30 calendar days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward policy outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if AMBAG finds the Grantee included false information in application, as part of the application review, or subsequent amendments, AMBAG may require

the repayment of funds.

- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. If a grantee has not spent at least 20% of a REAP 2.0 grant awarded by December 31, 2024, that grantee's funding will be deobligated and reallocated to another grantee and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.
- I. If a grantee has not spent at 60% of a REAP 2.0 grant awarded by September 31, 2025, that grantee's funding may be deobligated and reallocated to another grantee, and/or purpose at the discretion of AMBAG's Executive Director or the Executive Director's designee.
- J. Examples of a breach of this Agreement:
 - 1. Grantee's failure to comply with any term or condition of this Agreement.
 - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- K. AMBAG may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements or breach of this agreement.
- L. In addition to any other remedies that may be available to AMBAG in law or equity for breach of this Agreement, AMBAG may at its discretion, exercise a variety of remedies, including but not limited to:
 - 1. Revoke existing REAP 2.0 award(s) to the Grantee;
 - 2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
 - 3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;
 - 4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance

with the REAP 2.0 Program requirements; and

5. Other remedies available at law, by and through this Agreement. All remedies available to AMBAG are cumulative and not exclusive.
 6. AMBAG may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 calendar days.
- M. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.
- N. AMBAG and the Grantee are fully committed to working with each other throughout the Term of this Agreement and agree to communicate regularly with each other at all times so as to avoid and minimize disputes. AMBAG and the Grantee agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a question or controversy. AMBAG and the Grantee each commit to resolving such dispute in an amicable, professional, and expeditious manner and agree to use the following procedure for resolving the dispute: (a) either party may give notice to the other of the dispute and will meet within three (3) business days to attempt to resolve the dispute; (b) a meeting or meetings shall be promptly between the representatives of the parties regarding the dispute to attempt in good faith to negotiate a resolution of the dispute; (c) if within thirty (30) days after a dispute has arisen, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation; (d) the mediator shall be jointly selected by the parties, or failing agreement on the selection of a mediator within thirty (30) days after the parties fail to negotiate an informal resolution of any dispute, the mediator shall be a retired judge or justice selected by the supervising judge of the Civil Division of the Monterey County California Superior Court. In any mediation conducted pursuant to this section, the provision of the California Evidence Code section 1152 shall be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation; and € if the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute shall be submitted to binding arbitration to a single arbitrator in accordance with the existing Rules of Practice of Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.
- O. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as part of such action or proceeding, whether or not such action or proceeding is prosecuted to judgment. This Agreement shall be construed and interpreted according to California law, and any action to enforce the terms of this

Agreement or for the breach thereof shall be brought and tried in the County of Monterey.

5. **Reporting**

A. At any time during the term of the Agreement, AMBAG may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.

B. Reports shall include the following information:

1. The status of the Proposed Uses and expenditures listed in the Grantee's applications for funding and progress of each proposed use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
 - i. Housing units accelerated,
 - ii. Reductions in Vehicle Miles Traveled Per Capita,
 - iii. Location of investment,
 - iv. Socioeconomic statistics about the impacted geography, and
 - v. Regional impact explanation

The report must identify whether proposed uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

C. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by AMBAG.

6. **Indemnification**

Neither AMBAG nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers,

employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless AMBAG and all of AMBAG's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of AMBAG to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of AMBAG to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

- A. All REAP 2.0 related funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to AMBAG's program manager.
- C. AMBAG does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully

responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a

court of competent jurisdiction, such invalidity, at the sole discretion of AMBAG, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

- B. The Grantee shall notify AMBAG immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or AMBAG, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of AMBAG.

12. **Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with AMBAG and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

AMBAG reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

15. **Term**

This Memorandum of Understanding shall end on March 31, 2027.

Date: _____

Maura F. Twomey
Executive Director

Date: _____

Don Reynolds
City Manager
City Of San Juan Bautista



Regional Early Action Planning Grants of 2021 (REAP 2.0) LOCAL SUBALLOCATION GRANT PROGRAM (LSGP) APPLICATION

Application for Jurisdictions

Deadline: August 15, 2023

This application to the Association of Monterey Bay Area Governments (AMBAG) is for the **Local Suballocation Grant Program**, a grant authorized under the Regional Early Action Planning Grants (REAP 2.0) provisions. The REAP 2.0 program was established through AB 140 (July 2021) for transformative and innovative projects that implement a region's Sustainable Communities Strategy (SCS) and help achieve the objectives of more housing and transportation options that reduce reliance on cars. REAP 2.0 builds on actions completed through the REAP 1 grant program but expands the focus by integrating housing and vehicle miles travelled (VMT) reduction, and by allowing for broader planning and implementation investments, including infrastructure investments supporting housing development. This includes accelerating housing production and facilitating compliance with the 6th Cycle of the housing element.

REAP 2.0 is specifically designed to provide Eligible Entities with tools and resources to help implement and advance plans, primarily including Sustainable Communities Strategies (SCS) as part of Regional Transportation Plans to pursue greenhouse gas emission reduction targets through land use and transportation changes.

The REAP 2.0 Program Framework includes three core components:

1. Regional Competitive Grant Program
2. Local Suballocation Grant Program
3. AMBAG SCS Implementation, Technical Assistance, REAP 2.0 Program Development and Administration

This is the application for the REAP 2.0 Local Suballocation Grant Program. The Local Suballocation Grant Program sets aside \$2,625,000 for jurisdictions throughout the region for eligible projects which meet all REAP 2.0 goals and objectives. The goal of this suballocation program is to provide all cities and counties with an opportunity to propose REAP 2.0 eligible projects while allowing for both implementation and planning uses. All projects or programs must achieve all REAP 2.0 goals, objectives, and pass thresholding criteria. Full guidance and requirements for this grant program can be found in the [AMBAG REAP 2.0: Local Suballocation Grant Program Final Guidelines](#).

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

REAP 2.0 Program Goals:

Invest in housing, planning, and Infill Housing-supportive infrastructure across the entire state in a manner that reduces VMT, increases Housing affordability, and advances equity, consistent with all of the following:

- Advances the State Planning Priorities, as described in Section 65041.1 of the Government Code;
- Affirmatively Furthering Fair Housing;
- Facilitating Housing Element compliance and progress for the sixth cycle RHNA;
- Advancing and implementing the region's SCS.

REAP 2.0 Program Objectives:

- Accelerating Infill Development that Facilitates Housing Supply, Choice, and Affordability
- Affirmatively Furthering Fair Housing (AFFH)
- Reducing Vehicle Miles Traveled (VMT)

To apply for project funding, eligible applicants must submit a REAP 2.0 LSGP Application. All sections of this application, including Attachment 1, must be complete and accurate. A jurisdiction may submit multiple applications through the final due date for eligible projects and activities until it has reached its funding maximum.

Timeline:

Below is a tentative schedule and is subject to change in the final guidelines.

- April 2023: Released draft LSGP Guidelines for public review
- June 2023: AMBAG adopts final LSGP Program guidelines.
- August 15, 2023: Final application from eligible applicants due to AMBAG.
- September 2023: Grant applications are reviewed and evaluated
- October/November: AMBAG approves applications and awards REAP 2.0
- December 2023 – February 2024: Execute grant agreements with REAP 2.0 awardees
- June 30, 2024: Deadline to encumber REAP 2.0 funds
- March 31, 2026: All REAP projects and activities must be completed; final activity reports due to AMBAG; final project invoices due to AMBAG

All applicants must submit the following to AMBAG by August 15, 2023 to be considered for the award:

1. A completed REAP 2.0 LSGP application along with all required supporting documents within the application period.
2. A fully executed Government Agency Taxpayer ID Form (see Attachment 1).

All applications must be submitted electronically to AMBAG by email to phierling@ambag.org. No hard copies will be accepted.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Contact:

If you have questions regarding this application or the REAP 2.0 program, contact Paul Hierling at phierling@ambag.org or 831-264-5092.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

A. Applicant Information

Complete the following Applicant information			
Agency Name		City of San Juan Bautista	
Agency Type		City	
Applicant's Mailing Address*		PO Box 1420	
City		San Juan Bautista	
State	California	Zip Code	95045
County		San Benito	
Website		https://www.san-juan-bautista.ca.us/	
Authorized Representative Name		Don Reynolds	
Authorized Representative Title		City Manager	
Phone	831-623-4661	Fax	831-623-4093
Email	citymanager@san-juan-bautista.ca.us		
Contact Person Name		Brian Foucht	
Contact Person Title		Assistant City Manager, Community Development Director	
Phone	831-623-4661	Fax	831-623-4093
Email	Acm-cddirector@san-juan-bautista.ca.us		
Grant Amount (See program guidelines, Section 2a for amount which your jurisdiction is eligible to apply)		\$	85,000

*Ensure the Government Agency Taxpayer ID Form matches the Applicants Mailing Address listed above exactly. (See Attachment 1, "Government Agency Taxpayer ID Form")

B. Threshold Requirements

Project elements will be rated on a pass or fail basis. Any project that fails one or more of the REAP 2.0 objectives or primary factors will be rejected. Projects that meet all REAP 2.0 objectives and goals will be considered for approval as eligible projects. In the box below, indicate whether your project meets each thresholding criteria.

**Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION**

Thresholding Criteria		
REAP 2.0 Objectives – Does the project:	Yes	No
1. Accelerate Infill Development? (see Section D [1] for more detail)	x	
2. Affirmatively Further Fair Housing? (see Section D [2] for more detail)	x	
3. Reduce VMT?	x	
Primary Factors – Does the project:		
1. Advance Housing Element Compliance?	x	
2. Result in Transformative Planning and Implementation Activities? (see Section D [5] for more detail)	x	
3. Benefit to Disadvantaged and Historically Underserved Populations? (See section D [6] for more detail)	x	
4. Have Significant Beneficial Impacts? (See section D [7] for more detail)	x	
5. Advance California Planning Priorities per Government Code 65041.1 ?	x	

As the official designated by the governing body, I hereby certify that the proposed project is consistent with the [AMBAG REAP 2.0 Local Suballocation Final Program Guidelines](#) and meets all program requirements.

I further certify that, if approved by AMBAG for a suballocation of funding through the REAP 2.0 program, the **[Insert Agency Name Here]** assumes the responsibilities specified in this application and certifies that the information statements and other content contained in this application are true and correct.

Signature:  Name: Don Reynolds

Date: August 15, 2023 Title: City Manager

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

C. Eligible Activities Categories Checklist

REAP 2.0 funds are focused on implementation of policies, programs, and projects, rather than only the planning processes that were the focus of REAP 1.0. Eligible LSGP projects must accelerate infill development, affirmatively further fair housing, reduce vehicles miles traveled, support housing element implementation and creates expanded opportunities for local efforts to align with AMBAG's regional plans, implement the infill and VMT reduction goals of the [AMBAG 2045 MTP/SCS](#), and support state planning goals.

Check one or more eligible activity category that will be implemented by the project. Proposed projects falling under these general project categories below must be shown to meet all criteria in Section B through the project narrative section of this application to be approved for funding. If project doesn't fall into these main categories, check the "other" option at the end of this list:

x	Projects or programs leading to or supporting affordable housing development programs or unit production or preservation;
x	Planning activities that lead to increased residential and/or mixed-use zoned capacity in areas identified as infill (see Section D [1] for infill definition), or land use planning, related studies and/or programs that result in implementable/adoptable programs and policies (meaning subject to adoption or approval of the legislative body) required to meet the programs, projects, and commitments in draft, adopted and/or compliant 6 th Cycle Housing Elements;
	Program-level environmental clearance for infill projects (see Section D [1] for infill definition) with AFFH component (See Section D [2] for more detail on AFFH) s;
x	Upgrading infrastructure for sewer, water, and dry utility systems that may serve affordable infill housing;
	Housing mobility strategies that serve affordable housing;
	Housing mobility strategies that serve affordable housing;
x	Reductions to barriers to higher density Housing, buildings with four or more units, and accessibility;
x	Outreach strategies to address local opposition to Proposed Use;
	Anti-displacement protections;
x	Expanded Housing options;
x	Housing-supportive infrastructure;
x	Activities that develop, support, or implement land use planning, policies, or investment strategies that result in substantial changes to travel behavior from increasing population and employment densities, land use mix, street network connectivity, linkages and pathways with active transportation infrastructure, accessibility between destinations, and/or contiguousness of land uses and transportation networks; Activities, subject to applicable program funding requirements, that would develop, support, or implement transportation planning, policies, and investment strategies that support Infill development that facilitates housing supply, choice, and affordability such as n. Increasing transit services and access;

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

x	Building at walkable community scales;
x	Enhancing pedestrian and bicycling safety measures;
x	Protecting pedestrian and bicycling amenities;
x	Multimodal infrastructure connections with multimodal-mobility transportation systems.
	Other Eligible Activity consistent the program guidelines.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

D. Project Description and Narrative

Provide a description of the project including a description of the project's impact on accelerating housing production, affirmatively furthering fair housing, and reducing vehicle miles traveled. Describe how your project implements the eligible activities indicated in section C. Eligible Activities Checklist. Indicate how your project addresses regional housing issues that affect the Central Coast. Include whether plans will be adopted. If consultants are used, identify what tasks they will be responsible for. This box will overflow to add additional pages if additional space is needed.

Planning Area Character and Surrounding Land Uses

The Third Street Master Plan is intended to achieve the following:

- Identify sites for modest increases in residential density and commercial intensity of land use within a mixed - use setting;
- Plan for new public and private investment carefully coordinated with protection and preservation of the Third Street National Register Historic District
- Update the infrastructure in the San Juan Bautista Historic Downtown to meet a serious existing need and planned modest increases in density and intensity of uses;
- Assure the attractiveness of the pedestrian environment through safety and design improvements;
- Encourage increased bicycle use, provide a sustainable parking strategy;
- Create a sense of place through preservation of historic resources, and creation of spaces that can accommodate expressions San Juan Bautista art and culture.
- Include the following key plan elements: 1) Parking; 2) wayfinding; 3) pedestrian and bicycle amenities and staging; 4) multi-modal transportation facilities within an infill area; 5) spaces for pedestrian-oriented outdoor creative placemaking, hospitality and commerce

Third Street, between Franklin and San Jose Street and related side streets between Second and Fourth Streets in the City of San Juan Bautista comprise the historic, mixed commercial and residential heart of the City, directly linking the community at The Alameda and Muckelemy Streets gateways with the Highway 156 / 101 transportation corridors between Monterey and San Benito Counties and the San Joaquin Valley. The geographic scope of the Third Street Master Planning Area will include The Alameda, Second Street, Third Street, Fourth Street and the side streets between Hwy 156 and San Jose Street. The area is bracketed by Hwy 156 on the South, San Juan Elementary School, San Juan Bautista State Historical Park, the San Juan Bautista Mission on the East, developed recreation and residential uses to the West, and mixed-use residential areas on the North. Muckelemy Street, extends from Second Street to Monterey Street and, as the City's second gateway entrance at Hwy 156, is often considered the geographic limit of core commercial uses. Opportunity for intensification and increased residential densities exist in the planned Mixed-Use area between Muckelemy and San Jose Streets which will increase capacity to accommodate affordable housing designated in the City's Draft 6th Cycle Housing Element. (see map and photos)

Overall, this mixed residential and commercial area includes visitor serving hospitality uses, medium-high density residential uses often on a shared site as attached, second floor units, and commercial retail and office uses. The opportunity exists for modest increases in density through infill development and redevelopment of

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

some sites with greater intensity retail and hospitality uses. Significant reconstruction of much older infrastructure, currently located in the street and sometimes shared between properties and connected across property boundaries, will be necessary to accommodate even these modest increases. At the same time, it is critical that the City preserve and protect structures, properties and some public improvements that directly and indirectly contribute the designation of this area as the Third Street District on the National Register of Historic Places, requiring careful evaluation of opportunities and constraints.

Housing Opportunity

Opportunities exist to increase the supply of housing by identifying sites in the planning area where additional development may occur with minimal impact on historic resources, especially using the standards contained the City's Accessory Dwelling Unit Ordinance that capitalize on the site design flexibility provided for such units. Increasing the supply of such units will help address the significant cost burden that exists in San Juan Bautista due to local and regional limits on housing supply. The City's 5 - year total Regional Housing Allocation is 88 units. Third Street Master Plan components will therefore include infill housing sites identification and evaluation, as the City intends that the vast majority, if not all, of these units will be provide via infill housing development. Infill housing with modest increases in allowable density on select sites, proximity to services, including transportation services and improved infrastructure will address factors that contribute to cost burden, a predominant factor that affects, and is affected by, the supply of housing for all income groups on the Central Coast. In San Juan Bautista, 48.2% of all households are cost burdened, nearly 20% of households spend more than 50% of monthly income on housing, and up to 20-40% of renters are cost burdened. As a result San Juan Bautista is considered a "sensitive community" wherein residents are "vulnerable" to displacement due to upward shifts in housing costs. Vulnerability exists wherein the share of low income residents is higher than 20% in 2021, and where at least one other criterion is met; in this case cost burden. A focus of The Third Street Master Plan to identify infill housing site opportunities within a mixed use setting will help address this vulnerability.

The City's Mixed Use Zoning District provisions provide housing development bonus incentives for development projects that have pedestrian-oriented design attributes. In this way, the City has linked designs that result in VMT reductions with development bonuses that increase housing supply.

Transportation To Reduce Cost Burden, Enhance Equitable Housing Access, Reduce VMTs

Third Street was transformed as a one-way street in 2020 to accommodate outdoor commercial activities in response to the pandemic and related health and safety limitations. The City now desires to plan for ongoing transformation of this historic street to focus on conceptual programming and design as part of a new master plan program that will incorporate lessons learned from the initial transformation program and key recommendations of the Caltrans-funded Active Transportation Plan. These recommendations will reference active transportation support and staging improvements, linked to the Highway 156 Enhancement Project improvements, within a community-wide multi-modal transportation context.

The City's Mixed-Use Ordinance provides housing development bonus incentives for development projects that have pedestrian-oriented design attributes. In this way the City has linked incentives for increased housing

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

supply within the Mixed-Use District (Third Street Master Plan area) with incentives for reductions in vehicle miles travelled.

Third Street Master Plan, including transportation components will include visitor services, transit and active transportation support facilities, gateway elements, information resources, and creative placemaking sites and areas for historical/cultural interpretation. Amah-Mutsun tribal representatives and members will partner with the City to identify and determine interpretive sites and related content.

The project is served by County Express bus system through the Intercounty Shuttle transit service. The City expects to have a new multi-modal center in the vicinity of the project within the 6th Cycle Housing Element Planning Period. The project, integrated as a component of the Third Street and vice - versa, will meet the needs of San Juan Bautista and County residents by providing flexible access to alternative transportation alternatives including access to centralized transit and related support services, staging support for active transportation, opportunity for mode-shift, and resources and amenities for visitors including local, regional and inter – regional information on destinations and related transportation information. The project will equitably increase mobility for all economic segments of the community. This component of the plan will provide an opportunity to reduce vehicle mile travelled by providing a level of transportation service that does not currently exist.

LEAP funds will be programmatically combined with General Fund and other funding sources to plan the development of the Third Street Master Plan, incorporating the multi-modal transportation center, located adjacent to properties fronting The Alameda and the street with and within The Alameda.

Infrastructure Improvements

The City of San Juan Bautista's (SJB) Third Street Master Plan will incorporate planning for infrastructure (streets, sewer, water, storm drain, and communication infrastructure) improvements within the City's central commercial area (Third Street and side streets between Franklin Street and Muckelemei Street between Second and Fourth Streets), integrated with planning for the City's multi-modal transportation center located on The Alameda between Hwy 156 and Franklin Street. Planned improvements will connect physically and operationally with the SR156 Corridor Enhancement Plan pedestrian/bicycle path, School District school site plans, State Historical Park improvements, and cultural/historical resource interpretive and creative placemaking. The project will occur in an opportunity area and will focus on the most urban area of San Juan Bautista. The project will not impact sites that adjoin agricultural and/or natural working lands.

Third Street Master Plan components will therefore include infill housing sites identification and evaluation, visitor support services programming, programming for transit and active transportation support facilities, gateway design, information resources, and creative placemaking sites and areas for historical/cultural interpretation. Amah-Mutsun tribal representatives and members will partner with the City to identify and determine interpretive sites and related content in accordance with the Amah Mutsun Land Trust (AMLT) Strategic Plan.

Consultants will be selected to accomplish the majority of the tasks related to the project.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Please respond to the following questions demonstrating how your project is located in a valid infill area and accelerates infill development (600-word limit):

Explain how the project accelerates infill development near jobs and other key destinations to support housing choice and affordability that effectively reduces VMT and greenhouse gas emissions. “Accelerating Infill Housing Production” or “Accelerating Infill Development, Including Housing” means planning, infrastructure, and other investment and actions that improve the affordability, timing, cost,

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

feasibility, approval, and amount of Housing development. “Infill”, for the purposes of the REAP 2.0 Program, is defined as the following: *Projects within Cities:*

Projects comply with REAP 2.0 Program goals and objectives and are in areas within an Existing/Planned Opportunity Area or Potential Opportunity Area as defined by the AMBAG 2045 MTP/SCS (Moving Forward Monterey Bay 2045) AND comply with the State infill definition in the REAP 2.0 Guidelines as detailed below.

Projects within Counties:

Projects comply with REAP 2.0 Program goals and objectives and are within an Existing/Planned Opportunity Area or Potential Opportunity Area as defined by the AMBAG 2045 MTP/SCS (Moving Forward Monterey Bay 2045) AND comply with the State infill definition in the REAP 2.0 Guidelines as detailed below. For more about these areas, see: [AMBAG 2045 MTP/SCS](#).

All Projects:

In addition to the above, all projects must meet the State REAP 2.0 infill definition. The State REAP 2.0 infill definition pursuant to State guidelines provides that:

“Infill”, for the purposes of the REAP 2.0 Program, means areas where all the following apply: (1) the area consists of unused or underutilized lands (2) within existing development patterns (3) that is or will be accessible to destinations and daily services by transit, walking, or bicycling and located in either:

- a. An urban center, urban corridor, or area with transit-supportive densities, or*
- b. An established community that meets all the following criteria:*
 - i. The area consists or previously consisted of qualified urban uses*
 - ii. The area is predominantly surrounded (approximately 75 percent of the perimeter) by parcels that are developed or previously developed with qualified urban uses. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included, and*
 - iii. No parcel within or adjoining the area is classified as agricultural or natural and working lands.*
- c. Under unique circumstances, applicants may propose an alternative definition of “Infill” subject to approval by the Department and State Collaborative Partners.*

Also explain how the project will further the SCS in focusing future development within transit corridors (within ½ mile of transit), actionize the [Infill Housing Toolkit](#) for SCS implementation with densities beyond single family housing preferred, and support other SCS investments.

Include the address(es) of the project area(s), satellite map (Google Maps or similar) of the project site(s) including surrounding parcels so AMBAG can verify that the project is not adjacent to natural or agricultural lands, and is in an appropriate infill site. If a zoning map is available to show the project

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

location and associated land use designation, that will help assist in confirming the project is in an eligible infill area.

ACCELERATING INFILL DEVELOPMENT, TRANSIT SUPPORTED DENSITIES, MIXED USE DEVELOPMENT

The six (6) block long x 2 block wide Third Street Master Plan planning area is bracketed by Hwy 156 transit corridor on the South, San Juan Elementary School, San Juan Bautista State Historical Park, the San Juan Bautista Mission on the East, developed recreation and mixed medium density (more recently described as “missing middle”) and single family residential uses to the West, and mixed residential and commercial areas on the North and Northwest. Muckelemy Street, extends from Second Street to Monterey Street and, as the City’s second gateway entrance at Hwy 156, is often considered the geographic limit of core mixed commercial – residential uses.

The project will accelerate infill affordable development by identifying properties that may accommodate modest increases in residential density and commercial intensity.

The project will complete comprehensive infrastructure improvement plans and schematics and related financing necessary to support existing and new mixed-use development.

The project will create a strategy for replacement of decades old and failing water, sewer and storm drainage facilities that served this Historic District. Many of these lines are linked across property boundaries creating a significant challenge for existing and any new mixed - use development. In one case, a storm drain line connecting a new Medium Density mixed residential/commercial property was found to cross beneath an Historic Adobe. In another a failing, old, private sewer line serving several businesses was found to cross several property boundary lines before reaching the main line in the street. These challenges present constraints to be resolved in the plan. Opportunity for intensification and increased residential densities exist in the planned Mixed-Use area between Muckelemy and San Jose. (see map and photos). Modest increases in density and intensity of mixed residential - commercial infill use within this area is encouraged and supported by existing incentive – based zoning provisions that are oriented to housing development in concert with active-transportation streetscape and site design solutions. By focusing on areas with existing Mixed-Use Zoning, consistent with the Infill Housing Tool Kit the emphasis of the Third Street Master Plan will identify sites that can accommodate both increased residential density and commercial intensity. The Master plan will identify sites that can accommodate one hundred percent (100%) affordable or restricted to a special needs group as defined by Chapter [11-09](#) SJBMC, Inclusionary Housing or inclusionary housing, evaluate infrastructure needs accordingly and provide financial tools to satisfy those needs.

The Third Street Master Plan employs a below-the-ground-up approach for improvements based on the calculated demand for modest density and intensity increases. The Plan will include reference to preferred financing tools for new infill housing and employment opportunities resulting from improved and infrastructure, multi-modal access and active transportation support.

All of the active – transportation solutions planned for the City are contained within the City’s recently adopted Active Transportation and Community Connectivity Plan (2022 ATP). The Master Plan project incorporates the City’s planned rural-scale Multi-Modal Transportation Center at the City’s gateway, a key project of the ATP. Third Street Master Plan, together with the ATP are referenced in the San Benito County Comprehensive Development Strategy as first tier projects due extent to which the combined effects of these projects will result

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

in greater employment. Providing supportive multi-modal transportation solutions within the Master Plan will increase local employment, centralizing support for the full range of alternative modes, enables a shift between all modes of travel resulting in VMT reductions and access to areas of education and employment in San Benito and Monterey Counties by all segments of the community. The project will further the SCS by planning multi-modal facilities and facilitating mixed use development.

Please respond to the following questions demonstrating how your projects fulfills each REAP 2.0 objective (200-word limit per response):

1. Explain how the project affirmatively furthers fair housing. “Affirmatively Furthering Fair Housing”, pursuant to Government Code section 8899.50 means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, Affirmatively Furthering Fair Housing means taking meaningful actions that, taken together, address significant disparities in Housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with Civil Rights and Fair Housing Laws. HCD provides an [AFFH Data Viewer](#) which may assist the applicant in identifying the project’s AFFH impacts.

The project will affirmatively further Fair Housing by linking housing supply in the project area with active transportation measures and design of public facilities to reduce VMT, facilitated by planned infrastructure improvements. Cost burden remains a significant concern in San Juan Bautista. Over 48% of households in San Juan Bautista have experienced cost burden. (ACS 2017-2021). All of the households with incomes below 30% of the area median income (very low income households) , and nearly 20% of households are cost burdened by spending more than 50% of their income on housing. San Juan Bautista is considered a “sensitive community” wherein households might be vulnerable to displacement due to cost burden (HCD-UCB Urban Displacement Project 2022).

The Third Street Master plan project will further Fair Housing by addressing factors that contribute to cost burden: increasing the supply of housing in close proximity to services and providing multi-modal options for affordable transportation to employment and education centers that exist within 45 minutes of San Juan Bautista. The availability of efficient, affordable transportation to employment centers and education opportunities is a measure of Fair Housing programming.

2. Explain how the project reduces Vehicle Miles Travelled (VMT) and is consistent with the [AMBAG 2045 MTP/SCS](#) strategies.

The Third Street Master Plan will establish a critical program necessary to maintain this mixed - use Historic District while at the same time enabling modest increases in infill housing and increased commercial intensity. The Plan will demonstrate how these objectives can be accomplished within a plan that is carefully integrated with the City’s Active Transportation and Community Connectivity Plan, in particular Complete Streets designs, the planned Multi-Modal Transportation Center with active transportation staging and support services for the Hwy 156 Enhancement Project bicycle/ pedestrian path between Hollister and San Juan Bautista. The Third Street Master Plan will include policies, design guidelines and programs that support active transportation within

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

the Master Plan area as the principal design and operational framework. Incorporating ATP program priorities, including the planned Multi-Modal Transportation Center will reduce VMT within San Juan Bautista and the region.

Explain how the project advances compliance with your jurisdiction's draft 6th Cycle Housing Element.

The project address the City's Housing Needs, including the City's share of the Regional Housing Need and by addressing three (3) of the five (5) major housing policy and program areas: Housing and Neighborhood Conservation Housing Production, and Equal Housing Opportunity. The project will be responsive to Housing Element Goal 3.0 regarding a variety of housing types for all income groups and special populations. The project will enable a more complete evaluation of adequate housing sites, and, most relevant, advance compliance with the City's Mixed-Use Development Program summarized as follows:

Infrastructure improvements to enable increased residential development provides a variety of housing types near work and shopping, and enhance public safety. Residential uses are encouraged through incentives such as reduced parking requirements and shared parking (between commercial and residential uses). The City has several incentives for the provision of special needs and affordable housing in the Mixed-Use District, including a density bonus of up to 50 percent (for a maximum density of 22.5 units per acre for 100 percent affordable housing projects). The Mixed Use Zoning District may also accommodate Single Room Occupancy uses for which the City may wish to prioritize funding, offer financial incentives or regulatory concessions.

3. Explain how the project will result in Transformative Planning and Implementation Activities. "Transformative planning and implementation activities" means housing, planning, infrastructure investments supporting infill housing, and other actions that enable meeting housing goals that also result in per capita vehicle miles traveled reductions, including accelerating infill development, supporting residents through realizing Multimodal Communities, shifting travel behavior through reducing driving, and increasing transit ridership.

Transformative aspects of the Third Street Master Plan include:

- Identify sites for modest increases in residential density and commercial intensity of land use within a mixed - use setting to advance the 6th Cycle RHNA and the City's Housing Element
- Update the infrastructure in the San Juan Bautista Historic Downtown to meet a serious existing need and planned increases in density and intensity of uses;
- Implement relevant aspects of the City's adopted Active Transportation and Community Connectivity Plan, encourage increased bicycle use, provide a sustainable parking strategy;
- Incorporate infill elements of the of the City's planned rural-scale, context sensitive Multi-Modal Transportation Center, a transformative key project of the ATP.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

4. Explain how the project has a Benefit to Disadvantaged and Historically Underserved Communities. “Disadvantaged and Historically Underserved Communities” includes concentrated areas of poverty; Areas of High Segregation and Poverty and areas of low to moderate access to opportunity ([TCAC/HCD Opportunity Area Maps](#)); Communities of Concern, Disadvantaged Communities ([SB 535 Disadvantaged Communities Map](#)), and Low-Income Communities pursuant to Senate Bill 535 (De León, Chapter 830, Statutes of 2012) and Assembly Bill 1550 (Gomez, Chapter 369, Statutes of 2016); areas of high Housing cost burdens; areas with high vulnerability of displacement; areas related to Tribal Entities; and other areas experiencing disproportionate impacts of California’s Housing and climate crisis.

San Juan Bautista is a small community that is not mapped as, and has no sub-areas mapped as, a disadvantaged community; however as noted herein, the City is a Sensitive Community with a relatively high percentage of cost burdened households vulnerable to displacement on that basis. The mixed-use aspect of the project will identify sites that can accommodate modest increases in density and intensity of use. Higher density mixed use projects are generally more affordable than 100% residential project. There are no areas within the project area that are directly related to Tribal Entities; however, areas within and surrounding San Juan Bautista are recognized as especially sensitive archaeologically to the Amah Mutsun Tribe, whose ancestral home is the San Juan Valley in the area of San Juan Bautista. The City regularly consults with the Amah Mutsun Land Trust (AMLT) regarding projects and programs to ensure that mutual cultural/historical relationships are represented and facilitated through consultation and collaboration.

5. Explain how your project has Significant Beneficial Impacts? Significant beneficial impacts must lead to substantial changes in land use patterns and travel behaviors. In demonstrating significant beneficial impacts, applicants may consider rates of change (e.g., percent increase over a baseline), the magnitude of impact relative to variables or targets, the proportion of need achieved, and the impact relative to past trends, policies, and practices. Variables or targets may include but are not limited to benefitting households by income group; Regional Housing Needs Assessment; Housing units (new construction, preservation/conservation, and rehabilitation); density; infrastructure; infrastructure capacity and accessibility; public space; community amenities; investments; Vehicle Miles Traveled reduction goals or targets; regional or local equity policies and programs included in an adopted RTP/SCS; and GHG reduction goals or targets.

The Third Street Master Plan will establish a critical program necessary to maintain this mixed - use Historic District while at the same time enabling modest increases in infill housing and increased commercial intensity. The Plan will demonstrate how these objectives can be accomplished within a plan that is carefully integrated with the City’s Active Transportation and Community Connectivity Plan, in particular Complete Streets designs, the planned Multi-Modal Transportation Center with active transportation staging and support services for the Hwy 156 Enhancement Project bicycle/ pedestrian path between Hollister and San Juan Bautista. The Third Street Master Plan will include policies, design guidelines and programs that support active transportation within the Master Plan area as the principal design and operational framework. Incorporating ATP program priorities, including the planned Multi-Modal Transportation Center will reduce VMT within San Juan Bautista and the region.

The proposed project will have significant beneficial impacts as follows:

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

- Reductions in VMT due to implementation of the City's Active Transportation Plan, including complete streets concepts and infill elements of the City's planned Multi-Modal Transportation Center intended to accommodate rural scale, context sensitive, centralized transit services, support services for active transportation, wayfinding, park and ride services, car pool and van pool staging, tour bus staging.
- Improved infrastructure to necessary to support modest increases in residential density and commercial intensity of uses;
- Achievement of the City's regional housing need through compact infill development;

6. Explain how your project Advances California Planning Priorities per [Government Code 65041.1](#).

The project will focus improvement in the more urban areas of the dcity including the downtown. This will avoid impacts on environmental resources and natural or working lands consistent with California Planning Priorities. This will prevent sprawl and impact on agricultural land and sensitive habitats.

9. Explain how the project supports promotion of infill development and equity by rehabilitating, maintains, and improves existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas, and to preserve cultural and historic resources.

The project will result in infill development and enhancement of existing developed sites and areas. The purpose of project is to provide equitable access to improved services by remedying site specific and area-wide constraints that affect some portions of the project area more than others. Not all Downtown blocks experience the same storm drainage, water line or sewer line issues; however, all will benefit from the same level of improvement through this project. San Juan Bautista commercial areas are underserved with respect to centralized access to multi-modal transportation services. Tour and school buses that the bring thousands of visitors to San Juan Bautista every year have no staging area and users of the pedestrian/bicycle corridor along the Hwy 156 will not be able to enjoy end point or starting point staging. The project will equitably resolve these inadequacies for visitors, residents and businesses within the project area.

10. Explain how the project supports protection of environmental and agricultural resources by protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands, natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands, recreation lands such as parks, trails, greenbelts, and other open space, and landscapes with locally unique features and areas identified by the state as deserving special protection.

The proposed project focuses increases in density and intensity of uses within infill areas that are not adjacent to agricultural or sensitive environmental resource areas. The project will provide improvements

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

that facilitate staging and preparation for appropriate access throughout the city. The project will incorporate a wayfinding program as an important element for areas within and surrounding San Juan Bautista.

11. Explain how the project encourages efficient development patterns by ensuring that any infrastructure associated with development does all of the following (150-word limit per question/sub-question):

a. Uses land efficiently; and

The proposed project will involve upgraded infrastructure necessary to support redevelopment and new development of selected sites within the planning area. Infrastructure plans will resolve current inefficient land use patterns by resolving facility alignment and connection issues in a manner that will enable development of selected sites. The project will accelerate urban uses, increasing density capacity and preventing sprawl.

b. Is built adjacent to existing developed areas; and

Infrastructure improvements necessary for plan implementation will occur within the infill project area which is adjacent to existing developed areas.

c. Explain how the project is located in an area appropriately planned for growth; and

The proposed project is located in the heart of San Juan Bautista's downtown Historic District, within an area for which Zoning provisions incentivize mixed use development in a manner that is sensitive to the context of this historical area. This is the primary urban area in the City.

d. How the project location is served by adequate transportation and other essential utilities and services; and

The project is served by County Express bus system through the Intercounty Shuttle transit service. The City expects to have a transit hub along the project area within the 6th Cycle RHNA period. The bus route stops at a location adjacent to the planning area twice a day, in the morning and early evening. Utilities, Building Inspection and Engineering services are provided by the City of San Juan Bautista. Public safety services are provided by the City under contract with the Hollister Fire Dept and San Benito County Sheriff.

e. Explain how the project minimizes ongoing costs to taxpayers?

Funding will come in many forms that are likely to be tied to a combination of parking district, property or business-based improvement district, infrastructure district, or community facilities. This project will not increase costs to taxpayers.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

E. Project Schedule and Budget

All tasks, budget amounts, dates and deliverables should be included under one line item. Do not add additional rows to the table below. Indicate what tasks will be completed by the consultant and include dates for draft and final deliverables if applicable. Budget must account for the full amount the jurisdiction is eligible to apply for. Include project location(s). All tasks and spending must be completed by March 31, 2026.

Regional Early Action Planning Grants 2021 (REAP 2.0)
LOCAL SUBALLOCATION GRANT PROGRAM APPLICATION

Project Title: Third Street Master Plan

Tasks	Budget	Start Date	End Date	Description and Deliverables
Third Street Master Plan	\$85,000	10/1/23	3/31/2026	Procure Consultant, Existing Conditions, Outreach, Planning, Approvals -City Council Report
Total:	\$85,000			

Attachment 1: Government Agency Taxpayer ID Form

Financial Information System for California (FI\$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215

Sacramento, CA 95815

www.fiscal.ca.gov

1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal
Government
Agency Name

City of San Juan Bautista

Remit-To
Address (Street
or PO Box)

PO Box 1420

City

San Juan Bautista

State

CA

Zip Code+4

95045

Government Type:

☐

City

☐

County

☐

Special District

☐

Federal

☐

Other (Specify)

Federal

Employer

Identification

Number

(FEIN)

94-6000420

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Dept/Division/Unit
Name

Complete
Address

Contact Person

Don Reynolds

Title

City Manager

Phone number

831-623-4661

citymanager@san-juan-bautista.ca.us

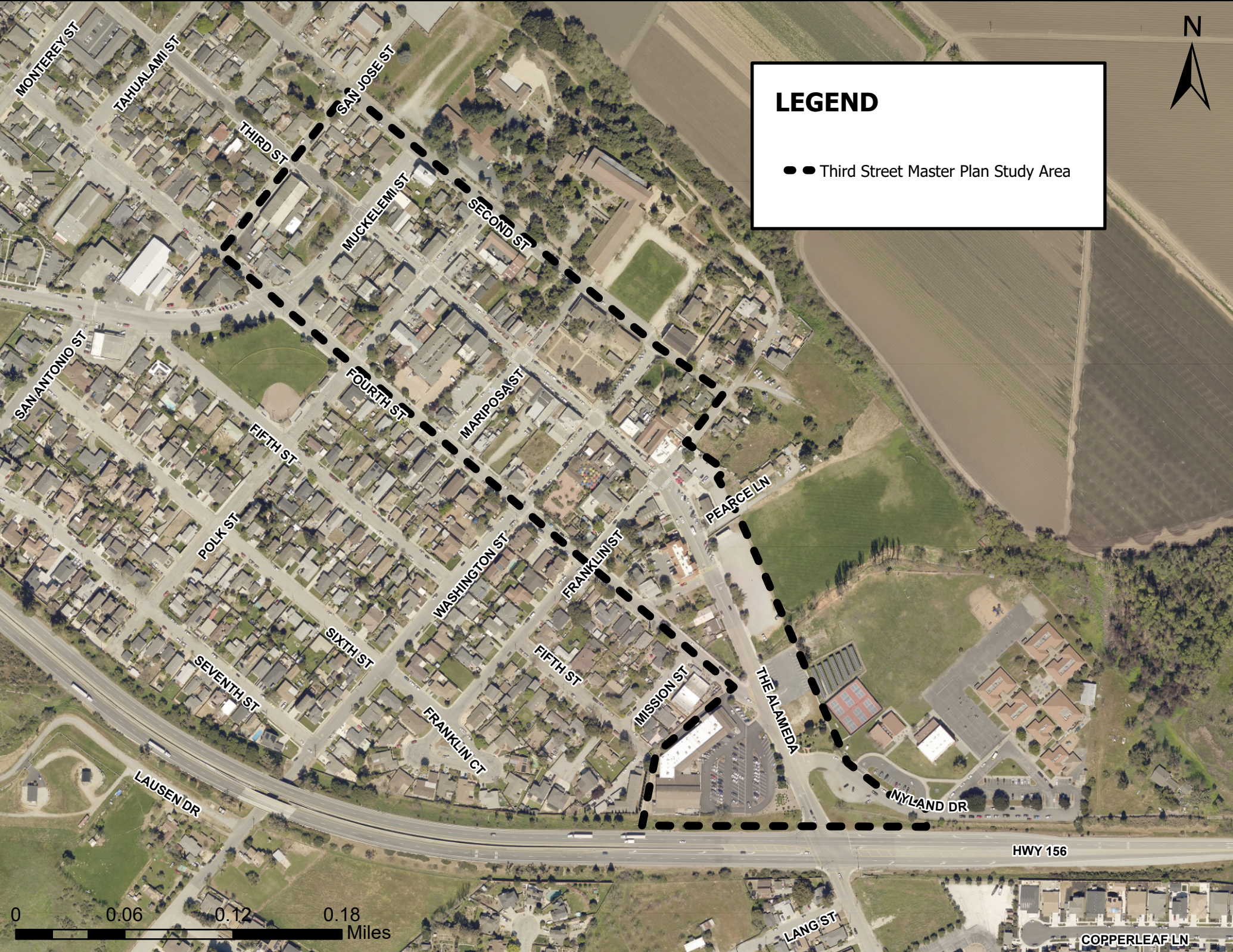
Signature

8.15.23



LEGEND

● ● Third Street Master Plan Study Area



COPPERLEAF LN



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 19, 2023

DEPARTMENT: CITY MANAGER

FROM: DON REYNOLDS

BY: DON REYNOLDS

TITLE: REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND
COUNTY OF SAN BENITO REGARDING THE SANITARY
SEWER FORCE MAIN TO HOLLISTER PROJECT (“PROJECT”)

RECOMMENDED MOTION:

A motion is sought to approve the attached Resolution and Reimbursement Agreement between the City of San Juan Bautista and the County of San Benito whereby as part its Project, the City will construct street improvements beyond that work which is related to it, on County roads, and the County will reimburse the City for an amount not exceed \$4 million.

RECOMMENDATION:

That the City Council adopt the attached Resolution and authorize the Mayor to sign the Reimbursement Agreement with the County, providing that the City construct improvements on County roads in addition to the work required by its Project, and the County will reimburse the City for the cost of this construction not to exceed \$4 million.

EXECUTIVE SUMMARY:

In the attached Recitals of the proposed Resolution, the development of the critical milestones for the City’s Sanitary Sewer Force Main Project are identified. The City has committed to resolving its sewer violations in part by decommissioning its treatment plant and sending its domestic wastewater to Hollister for treatment. It has agreed to lay the pipe in approximately 7-miles of County roads to avoid sensitive species, and the avoid the acquisition of privately held properties to become public rights-of-way. The ten-inch pipe requires a trench up to 3-feet wide in a 25-35-foot-wide road. It makes sense to not just repave the trench, but pave the whole street. The attached reimbursement agreement is recommended for the purpose of allowing the City and its contractor to pave the whole County street, and for the County to reimburse it for its costs for up to \$4 million.

BACKGROUND:

The original conceptual pathways for the City's proposed pipeline in 2020, crossed directly through private farm land to the Hollister treatment plant. More than dozen rights-of-way were required to be negotiated and bought top accomplish this task. The initial CEQA work also identified the presence of threatened species to be living in and around the waterways surrounding the farm land. The City took these details into consideration when in accordance with the Environmental Protection Agency's Administrative Order on Consent (EPA-AOC) on October 13, 2020, it approved Resolution 2020-51 selection the regionalization of its wastewater and connection to the Hollister Treatment Plant.

Force Main

The proposed route runs the new force main inside the existing, unused 18-inch gravity sewer in San Juan Bautista north for about 0.43 miles until it reaches the northwest end of Caetano Place. From there the proposed IO-inch, 6.97- mile main route is along First Street, where it crosses No Name Creek to Prescott Road, where it crosses a drainage near the True Leaf Farms agricultural processing facility and turns east on San Justo Road. At Lucy Brown Road, the route turns south for a short length before running east again on Duncan Road. At Bixby Road the route turns south and then turns east on Freitas Road. The route then turns north on Mitchell Road until it reaches the southeast border of the Hollister Domestic WWTP site. The route then follows the southern border of the Hollister Domestic WWTP percolation ponds until crossing State Route 156, through an existing 42-inch casing pipe under the highway, heading further east until it terminates at the Hollister Domestic WWTP existing influent manhole. The proposed route is almost entirely in public rights-of-way.

It has since executed a 40-year agreement with the City of Hollister to accept its wastewater, and raised the necessary funding to build the Project. The contract was awarded August 3rd, and the Project is underway. The Ground Breaking ceremony is planned for September 29th, 2023.

The current conditions of the County roads for the Project route need repair, and the opportunity to expand the City's pavement of a 3-foot-wide trench to include the entire street-width, is good planning if it can be done. Last fiscal year, the County was able to identify a funding source for this extra work. It has successfully set-aside \$4 million in its Capital Improvement Plan for this Fiscal Year. The proposed Reimbursement Agreement formalizes this arrangement.

FISCAL IMPACT:

The \$4 million cost estimate was provided by Stantec, the City's engineering firm that designed the project.

ATTACHMENTS:

Resolution and Reimbursement Agreement.

RESOLUTION NO. 2023- XXX

**A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA APPROVING
REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SAN JUAN
BAUTISTA AND THE COUNTY OF SAN BENITO REGARDING THE
SANITARY SEWER FORCE MAIN TO HOLLISTER PROJECT**

WHEREAS, On April 18, 2023, the City Council approved Resolution 2023-25 and the plans and specifications for its Sanitary Sewer Force Main Project to Hollister (the “Project”); and

WHEREAS, the Project design is to locate most of the sewer pipe to Hollister in the middle of approximately seven miles of County roads; and

WHEREAS, On August 3, 2023, the City Council adopted Resolution 2023-52 approving the Project Budget and awarded the contract to construct the Project; and

WHEREAS, Rather than just re-paving the trench created by the Project, the Project budget is sufficient to re-pave the entire County road due to a \$4 million commitment from the County; and

WHEREAS; on August 16, 2023, the City issued the Notice to Proceed to its contractor to include the added asphalt paving specified by the County for County roads; and

WHEREAS, the purpose of the attached Reimbursement Agreement is to formerly commit both the City of San Juan Bautista and San Benito County to construct and pay for these street improvements, where by the City’s contractor will construct the street improvements, and the County will reimburse the City for its costs, not exceed \$4 million; and

WHEREAS, the City Council agrees to this arrangement and to use the attached Reimbursement Agreement for the betterment of the City and the County, as the most effective and efficient way to take advantage of the construction of the Project with a better outcome for the community’s roads with the best economic outcome for both agencies.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA NOW HEREBY FINDS:

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. That it finds the attached Reimbursement Agreement to be the best tool to use to construct the street improvements agreed upon by the City and County, and for the County to reimburse the City for its costs to do so in an amount not to exceed \$4 million.
3. It authorizes the Mayor to execute the Reimbursement Agreement, subject to final review and approval from the City Attorney, and will seek the same authorization from the County Board of Supervisors.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a special meeting held on the 19th day of September, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

**REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF SAN JUAN
BAUTISTA AND THE COUNTY OF SAN BENITO REGARDING THE SANITARY
SEWER FORCE MAIN TO SAN JUAN BAUTISTA PROJECT**

This Agreement is dated for reference purposes as of the ____ day of _____, 2023, and is entered into by and between the County of San Benito, a political subdivision of the State of California (hereinafter "COUNTY"), and the City of San Juan Bautista, a municipal corporation of the State of California (hereinafter "CITY" and together with the COUNTY the "Parties").

The Parties to this Agreement, for good and valuable consideration, the adequacy of which is hereby acknowledged by both Parties, mutually agree and promise as follows:

1. **Effective Date.** This Agreement is subject to approval by the legislative bodies of the COUNTY and CITY. The Agreement is effective on the date the last entity approves and executes this agreement. ("Effective Date").

2. **Term.** This agreement shall be effective once it is executed by both Parties, and shall terminate on June 30, 2025.

3. **Purpose and Scope Work.** CITY is engaged in the installation of a sanitary sewer force main. COUNTY is in pursuit of a contract for the purpose of repaving the vehicular roadway lane adjacent to the vehicular roadway lane being impacted by the sewer force main installation, and ancillary items for the roadway reconstruction. Based upon quantities measured from the CITY, COUNTY estimates that it will cost approximately Four Million Dollars (\$4,000,000.00) to complete the roadway resurfacing and improvements, including ancillary or direct expenses needed for the roadway construction, including but not limited to designs, plans, traffic control, etc., to COUNTY roads along the alignment of the CITY'S project.

4. **Cooperation.** The Parties wish to engage in a cooperative effort to provide a savings between both CITY and COUNTY in a timely and efficient manner. The Parties desire to enter into this Agreement to memorialize the terms and conditions pursuant to which City will complete certain Resurfacing Work, as hereinafter defined, and COUNTY will reimburse CITY for the cost of the Resurfacing Work.

5. **Responsibilities of COUNTY and CITY.**

A. COUNTY shall provide to CITY funding up to the sum of four million (\$4,000,000) dollars (the "Reimbursement Amount") to reimburse CITY for costs incurred in connection with the Resurfacing Work, to be paid by COUNTY within 30 days of receipt of any invoice from CITY. The costs subject to reimbursement include, without limitation, the actual costs of the Resurfacing Work and costs incurred through work by the San Juan Bautista City Attorney and CITY staff in connection with the Resurfacing Work. COUNTY's obligation to pay the Reimbursement Amount shall be a general obligation of COUNTY, secured by the full faith and credit of the COUNTY. If costs in connection with the Resurfacing Work are greater than the Reimbursement Amount, the parties will meet to discuss whether the scope of work should be minimized, or the amount of this agreement should be increased.

B. City shall be responsible for the following:

(1) CITY shall complete vehicular lane resurfacing work ("Resurfacing Work") on certain COUNTY roads (the "Roads") as identified and described in the Approved Plans or any Approved Modification, both terms hereinafter defined. CITY's obligation to complete Resurfacing Work is limited solely to the Resurfacing Work as described in the Approved Plans or any Approved Modification, and CITY has no obligation to complete any Resurfacing Work unless described in the Approved Plans or Approved Modification.

(2) The Resurfacing Work shall only be performed after project plans and specifications are approved (the "Approved Plans") by the COUNTY Public Works Administrator ("COUNTY PWA"), which approval shall not be unreasonably withheld, conditioned or delayed. If the COUNTY PWA disapproves the project plans and specifications as proposed by CITY, such disapproval shall be in writing and shall state the reasons therefor. After approval of the project plans and specifications, COUNTY may deliver written notice of any proposed amendments or modifications to the Approved Plan, to be approved only in CITY's sole and exclusive discretion ("Approved Modification"). CITY shall allow the COUNTY PWA to review and approve in writing any obligations of COUNTY (the "COUNTY Scope of Work") proposed in any contract related to the Resurfacing Work (the "Contracts") before execution of the Contracts. If COUNTY does not provide written approval of the COUNTY Scope of Work, or any portion thereof (the "Disapproved COUNTY Work"), the Disapproved COUNTY Work shall be deleted from the Contracts prior to execution.

(3) CITY shall comply with all laws relating to public works projects that are applicable to the Resurfacing Work.

(4) CITY shall maintain accurate records itemizing the costs incurred to complete the COUNTY roadway vehicular lane resurfacing improvements.

(5) Upon completion of the Resurfacing Work, CITY will provide written notice to the COUNTY PWA that the COUNTY may inspect the Resurfacing Work prior to approving and accepting the Resurfacing Work (the "Notice"), which approval and acceptance may not be unreasonably withheld, conditioned or delayed. If the Resurfacing Work is, in the opinion of the COUNTY, not compliant with the Approved Plans or any Approved Modification, the COUNTY PWA shall list the deficiencies that must be corrected to find the work and repairs compliant. If the COUNTY fails to inspect the Resurfacing Work within 30 days after receipt of the Notice, COUNTY accepts the Resurfacing Work as completed by CITY. Upon COUNTY's acceptance of the Resurfacing Work, CITY shall have no continuing responsibility for maintenance, repair, replacement, or improvement of any of the work relating thereto.

(6) CITY and COUNTY will cooperate with each other in good faith and as necessary to complete the Resurfacing Work. COUNTY shall provide reasonable access to the Roads to CITY and CITY's contractors, suppliers, architects, engineers, design and construction professionals, consultants, agents, and the employees of the foregoing, governmental officials or employees, and all other persons or entities involved in the Resurfacing Work. COUNTY warrants that CITY will not be required to acquire real property or obtain rights-of-entry or other forms of permission from any third parties to perform the

Resurfacing Work, including but not limited to encroachment permits, temporary or permanent easements, licenses or other similar approvals. To the extent that the Approved Plans or any Approved Modifications require approval from any other public agencies or private utility companies having jurisdiction over the work, the Parties shall cooperate and exercise commercially reasonable diligence to obtain such approvals soon as reasonably practicable.

6. Hold Harmless. Upon the acceptance of the Resurfacing Work, COUNTY agrees to release, indemnify, and hold CITY, its officers, appointed boards, commissions, agents consultants and employees, harmless from and against any claims, costs, damages or liabilities arising out of the Resurfacing Work or the performance of this Agreement.

7. Indemnification. COUNTY shall indemnify and hold CITY, its officers, appointed boards, commissions, agents, consultants and employees, harmless from and against any claims, costs, damages or liabilities arising from the Resurfacing Work or the performance of this Agreement while performing the Resurfacing Work. However, any indemnification agreement that CITY has with contractors performing the work shall contain a provision that includes the COUNTY as an additionally indemnified party.

8. Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Any representation or promises of the parties relating to the subject matter of this Agreement shall not be enforceable unless it is contained in this Agreement or in a subsequent written modification thereof.

9. Interpretation. The Parties agree that any rule of construction to the effect that any ambiguities are to be construed against the drafting Party shall not be employed in the interpretation of this Agreement.

10. Independent Relationship. It is understood that the CITY and its contractors, officers, employees, and agents are acting in an independent capacity and not as officers, employees, or agents of the COUNTY.

11. Insurance. CITY shall carry insurance in the amount identified in the Approved Plans or any Approved Modification, including any self-insured retention. CITY shall provide proof of insurance to COUNTY upon request.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written.

COUNTY:

San Benito County Board of Supervisors

By: _____
Mindy Sotelo, Chair

Date: _____

Attest:

Vanessa Delgado, Clerk of the Board

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Barbara J. Thompson, County Counsel

Date: _____

CITY OF SAN JUAN BAUTISTA:

Date: _____

Attest:

City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

San Juan Bautista City Attorney's Office

Robert Rathy, Attorney at Law

Date: _____



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: **SEPTEMBER 19, 2023**

DEPARTMENT: **CITY MANAGER**

FROM: **DON REYNOLDS**

BY: **DON REYNOLDS**

TITLE: **APPROVE PUBLIC SAFETY COORDINATOR AND
COMMUNITY SERVICES OFFICER JOB DESCRIPTIONS**

RECOMMENDED MOTION:

Approve a Resolution adopting the Public Safety Coordinator and Community Services Officer Job Descriptions and initiate recruitment to fill these openings.

RECOMMENDATION:

It is recommended that the City Council consider the draft job descriptions for Public Safety Coordinator and Community Services Officer intended to implement the reorganization of the Public Safety Department as approved in the City Budget for Fiscal Year 2023/24, approve these job descriptions and authorize the City Manager to initiate recruitment to fill the positions.

EXECUTIVE SUMMARY:

By adopting the attached resolution and approving the two attached fulltime job descriptions for the Public Safety Coordinator and Community Services Officer, the City will be able to eliminate the part-time code enforcement position and private security contract and implement the reorganization of Public Safety Services.

BACKGROUND:

In its capacity as a “Public Safety Department” the City is served by the City Manager, and a part-time code enforcement officer. The code enforcement officer works 30-hours per week at \$56 per hour. Together they address the provisions of the three large contracts; law enforcement, fire safety and private security. They also support land-uses and code enforcement actions, administrative policy enforcement including the illegal use of fireworks, nuisance abatement, commercial vehicle enforcement, parking enforcement, and animal regulation. They support the administrative appeal process when needed. Department organizational charts (before and after consideration) are attached for reference.

The City Manager and Code Enforcement Officer have represented the City in the development of the new Multijurisdictional Hazard Mitigation Plan. During the fall of 2022, both State Office of Emergency Services and the Federal Emergency Management Administration approved the Plan. On January 17, 2023, the City adopted Resolution 2023-09 making this regional Plan the City's emergency response plan. City staff has attended the trainings associated with the new emergency plan last fall. The City has declared four different states of emergency since the pandemic in 2020, that include drought that has since been removed, and the two flooding incidents in 2023.

In 2021, the City organized a Public Safety Ad-Hoc Subcommittee that eventually became a Standing Committee, and met until vacancies occurred as a result of the November 2022 election. (There are now two vacancies on the standing Committee roster; one at-large and one planning commissioner.)

The Mission of the Public Safety Ad-Hoc Committee is to recommend to the City Council the City of San Juan Bautista actions for the Council to take which:

- 1. Apply equitable, community-based Public Safety philosophies and best practices;**
- 2. Enhance the safety security and quality of life of residents to the City of San Juan Bautista;**
- 3. Encourage citizen engagement and involvement; and**
- 4. Respect and value diversity and coexistence throughout the community.**

The Committee last met October 24, 2022. Since then, the Sheriff opened negotiations for a new City contract, and the Hollister Fire Department began exploring the feasibility of becoming a regional District. With the adoption of the Hollister City Budget, the Hollister City Council asked that San Juan's contract be reconsidered (it expires in December 2025 with the option to renew it until 2026).

The Committee's progress in its evaluation of the public safety services resulted in two recommendations that became the City's "Public Safety Initiative;" consider a reorganization and consider the purchase of city-wide security camera system. The Committee evaluated the security systems in King City and Hollister, and worked with three different vendors to bring forward a recommendation for the City Council's consideration in a separate report on this same agenda. It became clear that the system to be effective, needs to be managed by the City, and the Public Safety Department lacks this leadership. This is one of several reasons why the City asked Citygate to study the potential for a re-organization when the contract was awarded last January.

Citygate introduced a retired under-sheriff to the Public Safety Department who conducted interviews of the various service providers, and identified the City strengths and weaknesses in this regard. Attached are Pages 55-59 of that final Report. From this work 5 Findings were reported as well as 4 Recommendations. These Recommendations are provided below,

6.4.2 Recommendations

Recommendation #10: Add a management-level public safety position that reports directly to the City Manager and is responsible for all public safety-related issues discussed in this report.

Recommendation #11: Add a second patrol Deputy position to the law enforcement services contract with the San Benito County Sheriff's Office to expand dedicated patrol coverage to seven days a week and 80 hours. In time, the goal should be to increase dedicated patrol coverage to 24 hours a day, 7 days a week.

Recommendation #12: Ensure that a renewed service contract with the Sheriff's Office includes a requirement for workload reporting. Work with the regional dispatch center (Santa Cruz Regional 911) to develop a monthly custom reporting tool to assist in monitoring the Sheriff's dedicated patrol activity.

Recommendation #13: Consider converting the contracted private security contract to full-time or part-time Community Service Officer positions that work under the Public Safety Manager to enhance the Sheriff's patrols and can also serve as disaster service workers during emergencies.
[Note: During the course of Citygate's review, it was found that a full-time CSO position has already been approved in the City budget.]

Recommendation numbers 10 and 13 include adding a management level position that is responsible for all public safety issues, and converting private security contract to a full or part time Community Service Officer position that will work under the new Public Safety Management position.

This matter was included the City Manager's budget message, and was discussed in detail during the May budget workshops. The City Council changed the budget recommendation from two part-time positions (one Community Service Officer and one part-time Code Enforcement Officer), to one full-time Community Service Officer position. These two positions are part of the City's Budget for Fiscal Year 2023/24, with starting salaries at \$50 per hour and \$35 per hour (respectively).

DISCUSSION

Implementing the changes to the Public Safety Department requires a strategy that preserves the current levels of service while the transition occurs. The savings will not be realized until the contract for private security ends, which requires a 60-day notice. In the mean-time, the City has realized more than a quarter of its fiscal year salary savings approving the job descriptions and recruiting and filling the positions. Certainly, the private security firm will remain on-board until the Public Safety Coordinator fills the Community Services Officer position that will report to it. The Coordinator will be expected to manage a new security camera system. The goal is to fill the Coordinator position and initiate a new security camera system at the same time, and a separate report on this is included on this Agenda to move the security camera system agreement forward.

Since July 1, 2023, the City Manager has considered several different Public Safety Coordinator related job descriptions from City's that also contract for law enforcement. The attached Resolution relies mostly upon the City of Malibu's example. The job description for community service officer was taken from the City of Salinas, that relies heavily on these positions to off-set the high cost of sworn deputies. These two positions will help staff weekends, evenings and special events.

The recruitment and filling the position depends a lot on the adequacy of the salary. The ideal candidate for the Coordinator position may be a retired safety professional, that can continue to collect the State retirement while working for the City.

FISCAL IMPACT:

Savings will begin in the second half of the fiscal year, to assure that the level of public safety services and maintained during the transition.

ATTACHMENTS:

Resolution
Citygate Public Safety Overview
Department Organizational charts, before and after

RESOLUTION NO. 2023- XX

A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA ADOPTING A JOB DESCRIPTION FOR THE POSITIONS OF PUBLIC SAFETY COORDINATOR AND COMMUNITY SERVICE WORKER

WHEREAS, the City relies on contractual services for its fire prevention and law enforcement services, that are managed currently by the City Manager with help from a part-time code enforcement officer; and

WHEREAS, the code enforcement officer is also responsible for animal control services, parking enforcement through a contract with private security services, and helps enforce illegal commercial truck traffic; and

WHEREAS, in 2021 and 2022, the City appointed a “Public Safety Committee” that reviewed the various public safety contracts and identified ways to improve the City’s safety services delivery; and

WHEREAS, in January 2023, the City retained the services of Citygate to review the organizational structure of Public Safety services; and

WHEREAS, after interviewing various stakeholders, Citygate recommended a full-time position to manage the safety contracts and act as the City’s first point of contact for all safety concerns outside of the 911 emergency response line; and

WHEREAS, Citygate also recommended that the City move away from its reliance on patrol services by private security, and hire a part-time community service worker to accompany the part-time code enforcement officer to help with patrols, parking enforcement, and enforcing the illegal commercial truck traffic laws; and

WHEREAS, during budget deliberations in May and June 2023, the Council was informed that if the cost of private security was eliminated, that two new positions could be added with no cost increase; and

WHEREAS, also during the Council ‘s budget deliberations, direction was received to change the title from Code Enforcement Officer to “Community Services Officer,” and make this a full-time position, rather than part-time; and

WHEREAS, attached are two new fulltime job descriptions; one for Public Safety Coordinator and a second for Community Services Officer; and

WHEREAS, the City Council agrees reorganize Public Safety by ending private security and code enforcement, and adopts these two fulltime job descriptions; one for Public Safety Coordinator and a second for Community Services Officer.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA NOW HEREBY FINDS:

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. It agrees that the reorganization of the Public Safety Department will include eliminating the part-time code enforcement position and private security, and add the two full-time positions described in the attached job descriptions.
3. Adopts the Public Safety Coordinator and Community Services Officer job description attached to this Resolution.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at a regular meeting held on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

Attachments: Job Descriptions for “Pubic Safety Coordinator” and “Community Services Worker”

JOB DESCRIPTION: PUBLIC SAFETY COORDINATOR

SALARY RANGE:

REPORTS TO: CITY MANAGER

SUMMARY DESCRIPTION

The Public Safety Coordinator reports to the City Manager and together, they are responsible for the daily activities and administration of the City's Public Safety Department, that includes law enforcement, private security, and fire contract services. The Public Safety Coordinator is directly responsible for code enforcement, parking enforcement and animal control duties. This position coordinates the City emergency response program, development of a neighborhood watch program, the enforcement of illegal truck traffic and removal of abandoned vehicles. These duties include technical, (city security camera system) administrative, management, investigative, crime prevention, fire prevention, interacting with the public, planning for special events and emergency response, supervision of employees, and other such duties as necessary, required, or directed by the City Manager or his or her designee.

REPRESENTATIVE DUTIES

The following duties are examples of the role of Public Safety Coordinator:

- Keep the community and City Council informed about its safety and enforcement programs, preventative efforts, strategies, trends and potential vulnerabilities;
- Working with the community, investigate allegations and violations of City Land Use and Administrative Codes, and enforce and resolve violations as necessary;
- Coordinate with other regulatory agencies to assure a comprehensive enforcement and prevention program is resolving issues in the best interest of public safety;
- Administer framework necessary to ensure safety and security operations, policies, and procedures; oversee the correction of all issues in the interest of safety, security, and risk reduction;
- Lead when appropriate investigations, audits, and security inspections;
- Recommend new policies, procedures, programs, and services for continual improvement and communicate information regarding procedural requirements and other government and local mandates;
- Ensure the safe operation of special events and programs;
- Assume the duties of Operations Director in the Incident Command System during a declared State of Emergency, and lead training for staff and volunteers;

- Hire, train, coach, supervise, schedule, evaluate assigned employees; and
- Perform other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES

The following knowledge, skills and abilities are examples of those skills best suited for performing the duties of this position:

- Knowledge of police, fire administration, emergency response, code enforcement methods and such applicable laws, codes, and ordinances;
- Ability and sensitivity to the cultural diversity of the community, and its goal to improve its efforts towards Justice, Diversity, Equity, and Inclusion;
- Knowledge of the criminal justice and non-criminal adjudication systems;
- Knowledge of City Codes and enforcement protocols;
- Ability to develop and maintain cooperative relationships with City officials and residents;
- The ability to express ideas clearly and communicate both verbally and in writing to a diverse audience of community members, and regulatory officials;
- The ability to use a personal computer, Microsoft Office suite, and permit tracking software;
- Manage security surveillance equipment and related evidence-based research;
- The ability to interpret various technical written codes and enforcement strategies;
- Ability to integrate the use of complex techniques including statistics, research and data analysis, and interpret technical data in the course of an ordinary day;
- Ability to work outdoors, evenings, on weekends and on holidays, and be available on a 24-hour emergency call-out basis;
- The physical ability and agility to work on one's feet for hours at a time, in the field, in poor weather conditions, and lift on occasion as much as 25-pounds.

EDUCATION AND TRAINING

Bachelor's degree in Criminology, Law Enforcement, Fire science, public administration, or related field preferred. Adequate and related experience in any of these disciplines can be substituted for a Bachelor's Degree.

Five to Ten years of related experience to law enforcement, fire, or public safety with progressively responsible supervisory and management positions. PC 832 Certificate required within one year of hire date.

The strongest candidates will have basic course credentials from the California Commission of Police Officer Standards Training. Similar training credential for fire fighter I or 2 may be substituted for police officer credentials. Bi-lingual skills in Spanish and

English with both verbal and literate proficiencies are preferred. Other training credentials and experience applicable to the duties described herein may be considered.

Valid California Driver's License; insurable to drive City vehicles.

JOB DESCRIPTION: **COMMUNITY SERVICES OFFICER**
SALARY RANGE:

REPORTS TO: **COMMUNITY SERVICES COORDINATOR**

SUMMARY DESCRIPTION

Under general direction of Public Safety Coordinator, the Community Service Officer provides a wide range of field and office support for the Public safety Department of the City that includes code enforcement, contract services for law enforcement fire protection, disaster preparedness, animal control and City nuisance ordinances. Performs customer service, minor investigations, report drafting and documenting, traffic control, initial evidence collection, and various other supporting tasks for the Department. Depending on the needs of the department, incumbents may be assigned to commercial vehicle enforcement, and support special events on weekends and evenings.

Distinguishing Characteristics: This is a journey level class in the Public Safety Department. Incumbents perform routine and more complex general tasks with occasional instruction or assistance. Generally, this position enforces the municipal code.

ESSENTIAL JOB FUNCTIONS

1. Provides a wide range of services to the community for the benefit of law enforcement; serves as a Parking Enforcement Officer, Abandoned Vehicle Abatement Officer, illegal commercial truck traffic enforcement, and receives verbal and written citizen inquiries and complaints.
2. Provides Code Enforcement functions related to land-use policies and laws, enforces various administrative policies including but not limited to the illegal use of fireworks, excessive noise, and correcting nuisance properties.
3. Investigates, gathers information, and documents findings for various minor crime scenes and other emergency situations; provides traffic and crowd control for special events and scenarios involving law enforcement, photographs crime scenes, gathers evidence, and supports the overall investigations done by the Sheriff's Department.
4. Manage and support the various non-emergency complaints and calls received within the City; drives department vehicles on various shifts and responds to emergent and non-emergent situations including but not limited to, stolen or disabled vehicles, abandoned vehicles, injury and non-injury traffic collisions, past tense property crimes, potential fraud, missing persons, and respond to calls for animal services to assess and report to the supervisor.

5. Performs multiple front desk and customer service duties; answers phones, directs callers, takes photographs, processes special vehicle permits, completes incident and crime reports with limited or no suspect information, and handles a wide range of administrative tasks within the Public Safety Department.
6. Assists public safety service contractors and supervisor in field duties, community presentations and special assignments.
7. Performs other related duties as assigned.

Typical Decisions: The incumbent will make consistent decisions regarding general community services and the duties involved. Will make evidentiary, investigative, case by case decisions including documentation and processing, prioritizing case tasks, customer service help. Works with little supervision and uses independent judgment.

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic organization and functions, procedures, and operation details of criminal justice administration related to the enforcement of the municipal code.
- Procedures and methods required to perform a full range of public safety and enforcement support.
- City policies and procedures.
- Conflict resolution.
- Issuing and delivering code violations and citations.
- Basic investigation principles and procedures.
- Customer service and working with the public.

Ability to:

- Interpret and apply laws and regulations of the City and State.
- Conduct basic investigations and maintain accurate records of findings.
- Deal with irate or very emotional individuals in enforcement, investigative, or emergent situations.
- Maintain composure in emergency situations.
- Use a computer, other hardware, and related computer software.
- Communicate effectively both verbally and in writing
- Manage cases and multi-task.
- Prepare accurate, concise, and professional reports.
- Research, investigate, and interpret information and resources.

- Work efficiently and cooperatively with other City departments, outside agencies and members of the public; provide effective customer service.
- Operate a city vehicle to include but not limited to patrol vehicles, vans, and radar trailer.

Education: High School Diploma or GED

Experience: Two years of public contact experience in a service-related field.

Licenses and Certifications: A valid California State Driver's License; PC 832 Certificate required within one year of hire date. Employee must complete SB 1343 Sexual Harassment Prevention Training at time of hire and every two years thereafter.

SUPPLEMENTAL INFORMATION

Physical Demands and Working Conditions: This position requires a combination of field and office work, moving in and out of a vehicle for an entire shift, writing citations, assisting with traffic control. Assignments may require standing for long periods of time. Fieldwork requires a tolerance for all types of weather conditions, heat, rain, fog, day and evening shifts. Business office environment subject to sitting at a desk or standing at a counter for long periods of time. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, tablet or calculator and to operate standard office equipment; vision to read printed materials and a computer screen; hearing and speech to communicate in person, over the telephone and two-way radio. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to fifty pounds.

May be subject to verbal and physically abusive behavior, threats and insults from the public. Potentially be in contact with persons that carry weapons and communicable diseases. May be ordered-in to provide staff coverage per the needs of the department. Some assignments may require a shift work schedule to include days, evenings, weekends and holidays. Will be required to work special events. Promote and maintain safety in the workplace.

SECTION 6—HIGH-LEVEL PUBLIC SAFETY OVERVIEW

Public safety in the City is centrally managed within the City Manager's Office and consists of the following service types:

- ◆ Law enforcement services
- ◆ Private Security patrols
- ◆ Code enforcement
- ◆ Fire services
- ◆ Animal control services
- ◆ Emergency services.

6.1 LAW ENFORCEMENT SERVICES

The City has no full-time police department, but rather, contracts with the San Benito County Sheriff's Department for law enforcement services. The contract relationship with the Sheriff's Department has been in place since at least the early 2000s, as the City's response to the document request provided copies of a draft contract for the period July 2001 to June 2003.

The City also provided an executed contract dated 2009 that stipulated the contract shall automatically renew annually unless terminated by either the City or the County (Sheriff). The scope of the contract provides that the County (Sheriff) shall provide law enforcement services within the City. The outlined level of service within the scope includes one full-time Deputy Sheriff who works 80 hours during a two-week pay period. Other components of the contract's scope of service include the following.

- ◆ Overtime assigned at the Sheriff's discretion not to exceed 10 percent of total hours of the agreement unless approved by the City (with emergency public safety exceptions).
- ◆ Patrol plan, hours of coverage, and similar details to be coordinated by mutual agreement with the Sheriff and City Manager.
- ◆ Sheriff or representative to meet with Public Safety Committee not less than once per year.
- ◆ Additional services available by request at cost.
- ◆ Deputy or other designated Sheriff representative to provide monthly reports to the City Council on activity during the previous month (report may be verbal or in writing).

- ◆ County provides law enforcement services by on-duty patrol deputies when contract deputy is not on duty.
- ◆ Sheriff as County Emergency Services Director will provide designated City staffing emergency services training and assistance with continuity of operations planning.

Given the size of the City, the total volume of public-generated calls for law enforcement service are relatively low, thus making the formation of a municipal police department fiscally impractical. However, the City's percentage of budget expenditures for public safety and policing in particular merit consideration of more investment. Citygate assesses that a management-level public safety position—reporting directly to the City Manager, and responsible for oversight of all public safety-related issues discussed in this report—would be a beneficial addition.

The City earmarked funding in the current budget to add an additional Deputy Sheriff to the law enforcement service contract, which would, in effect, double the amount of dedicated patrol the City currently maintains. Thus far, the Sheriff's Office has had difficulty in staffing that position and it has not yet been added. Citygate supports adding this position and expanding dedicated patrol coverage. In time, the goal should be to increase dedicated patrol coverage to 24 hours a day, 7 days a week.

In discussions with City staff, it appears that there is limited visibility of the Sheriff's patrol activity as it relates to calls for service within the City. This can be remedied by ensuring that reporting requirements are clearly articulated in the annual service contract. Currently, there is language in the contract that provides for the Sheriff's Office to deliver monthly reports. In discussing the issue with Sheriff's representatives, they concur that this should be done.

The City should also consider developing a custom reporting tool with the Santa Cruz Regional 911 communications center, which provides dispatch services in the City. The custom reporting tool can be developed to provide monthly reporting on all public calls for service and patrol deputy-initiated activity.

6.2 PRIVATE SECURITY PATROLS

The City contracts with Kysmet Security & Patrol Inc. to provide private patrols within the City. Kysmet is a private company licensed by the State of California as a Private Patrol Operator. The contract calls for Kysmet to provide four uniformed private patrol officers in marked security vehicles for up to 68 hours per week.

The private patrol duties and authorities include the following:

- ◆ Patrol and monitor properties assigned by the City within City limits.

- ◆ Approach and question suspicious persons and notify the Sheriff's Department if crime is suspected.
- ◆ Initiate citizen's arrest if necessary.
- ◆ Provide high-visibility patrols throughout the City.
- ◆ Assist City Manager during emergencies.
- ◆ Provide detailed activity reports.
- ◆ Assist City in preparing emergency action plans.
- ◆ Assist Sheriff's Office as necessary within the City.

Although not listed in the contract, Kysmet has been delegated the task of parking enforcement within the City, which has received a favorable response from the City Manager's Office and other members of the community.

Citygate assesses that private security patrols are not consistent with best practices for providing direct public safety services, but rather, should be used for special circumstances such as special events or providing static security of specific facilities.

Many municipalities that contract for police services with their Sheriff's Office also build public safety capacity by directly employing non-sworn community service officers to assist with minor quality-of-life issues such as parking enforcement, high-visibility security patrols, abandoned vehicle abatement, animal control, etc. These community service officers can work in conjunction with code enforcement officers and perform all the duties currently being provided by the private security company in addition to acting as disaster service workers for emergency management purposes.

6.3 OTHER SERVICES

6.3.1 Code Enforcement

The City employs one part-time Code Enforcement Officer. The Code Enforcement Officer is a retired San Benito County Sheriff's Deputy who spent over 16 years as the City's contract Deputy. His knowledge of the community, in addition to his understanding of the Sheriff's Office, has put him in a position of trust with the City Manager. He is the de facto the public safety coordinator, having been described as the City Manager's "eyes and ears" on the street. The contracted private security company Kysmet coordinates their communications with the City through the Code Enforcement Officer.

6.3.2 Animal Control Services

There is no formal Animal Control Service contract in place, and the number of calls related to animal services likely does not merit a standalone contract. However, in the current model, the Code Enforcement Officer and the City Manager have responded to vicious and/or stray animal calls. This is not an efficient use of City resources. If community service officers are employed by the City, they can be trained to handle the relatively few animal calls that the City receives.

6.3.3 Fire Services

The City currently contracts with the City of Hollister for Fire Services. Citygate has assessed the current contract fire services provided by Hollister are adequate and does not recommend any changes to this service delivery method.

6.3.4 Emergency Services

As with other public safety services in the City, Emergency Services are provided by the City Manager, who serves as the Director of Emergency Services. The City's private security contract has language which states that private patrol officers will respond as necessary during emergency circumstances. While this arrangement is better than having no arrangement at all, Citygate questions the efficacy of utilizing contract employees as disaster service workers in the case of emergencies.

6.4 SUMMARY OF PUBLIC SAFETY FINDINGS AND RECOMMENDATIONS

6.4.1 Findings

Finding #8: Public safety services have no central point of contact other than the City Manager.

Finding #9: The City currently contracts for 40 hours of dedicated patrol per week from the Sheriff's Office, which, in Citygate's assessment, is inadequate.

Finding #10: The City contracts with a private security company to provide private patrol for 68 hours per week. Citygate assesses that private patrols are not a viable public safety alternative to fully sworn patrol services provided by the Sheriff's Office.

Finding #11: The City is not receiving adequate status reporting from the Sheriff's Office related to services rendered.

Finding #12: The Fire Services contract with the City of Hollister is serving the City well.

6.4.2 Recommendations

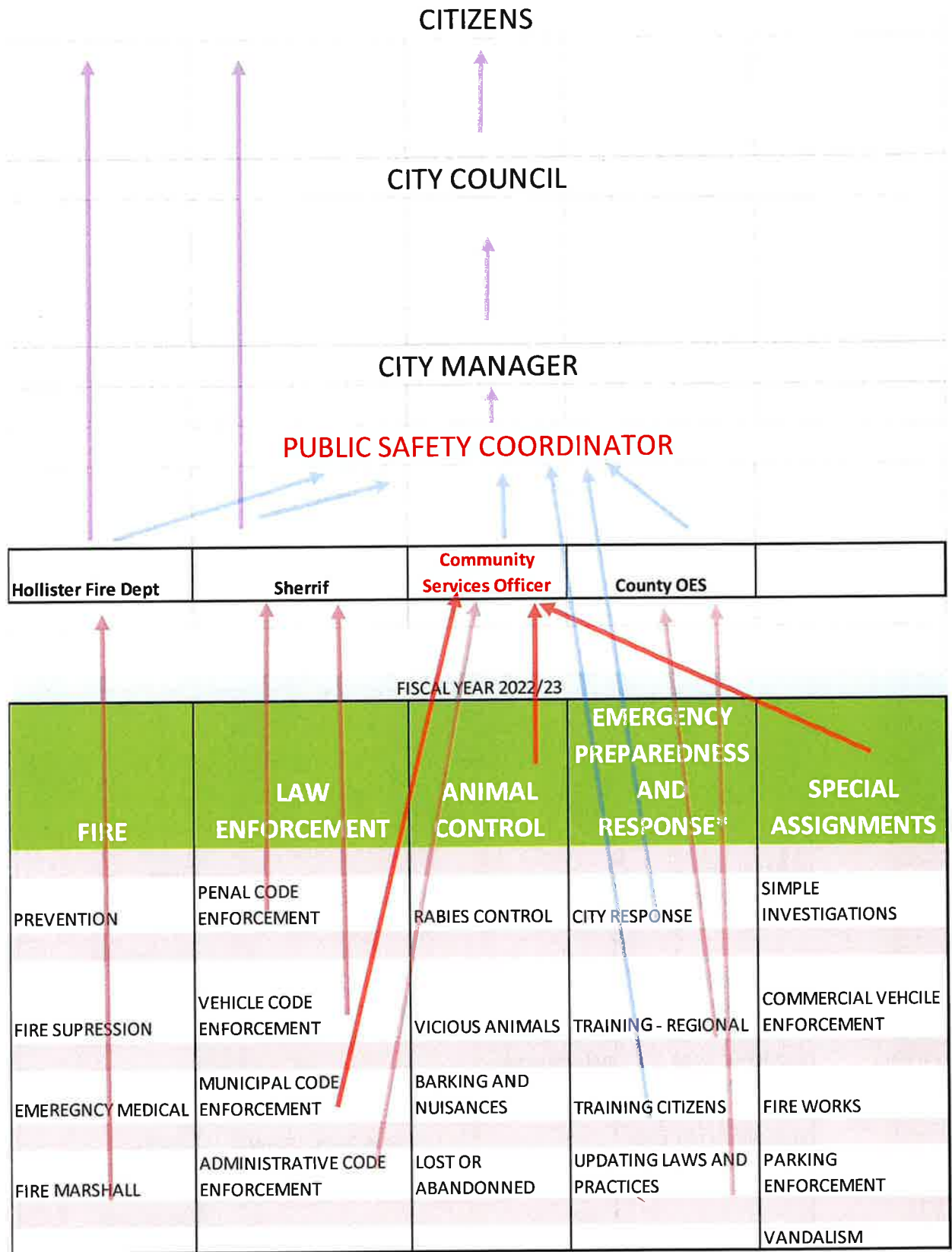
Recommendation #10: Add a management-level public safety position that reports directly to the City Manager and is responsible for all public safety-related issues discussed in this report.

Recommendation #11: Add a second patrol Deputy position to the law enforcement services contract with the San Benito County Sheriff's Office to expand dedicated patrol coverage to seven days a week and 80 hours. In time, the goal should be to increase dedicated patrol coverage to 24 hours a day, 7 days a week.

Recommendation #12: Ensure that a renewed service contract with the Sheriff's Office includes a requirement for workload reporting. Work with the regional dispatch center (Santa Cruz Regional 911) to develop a monthly custom reporting tool to assist in monitoring the Sheriff's dedicated patrol activity.

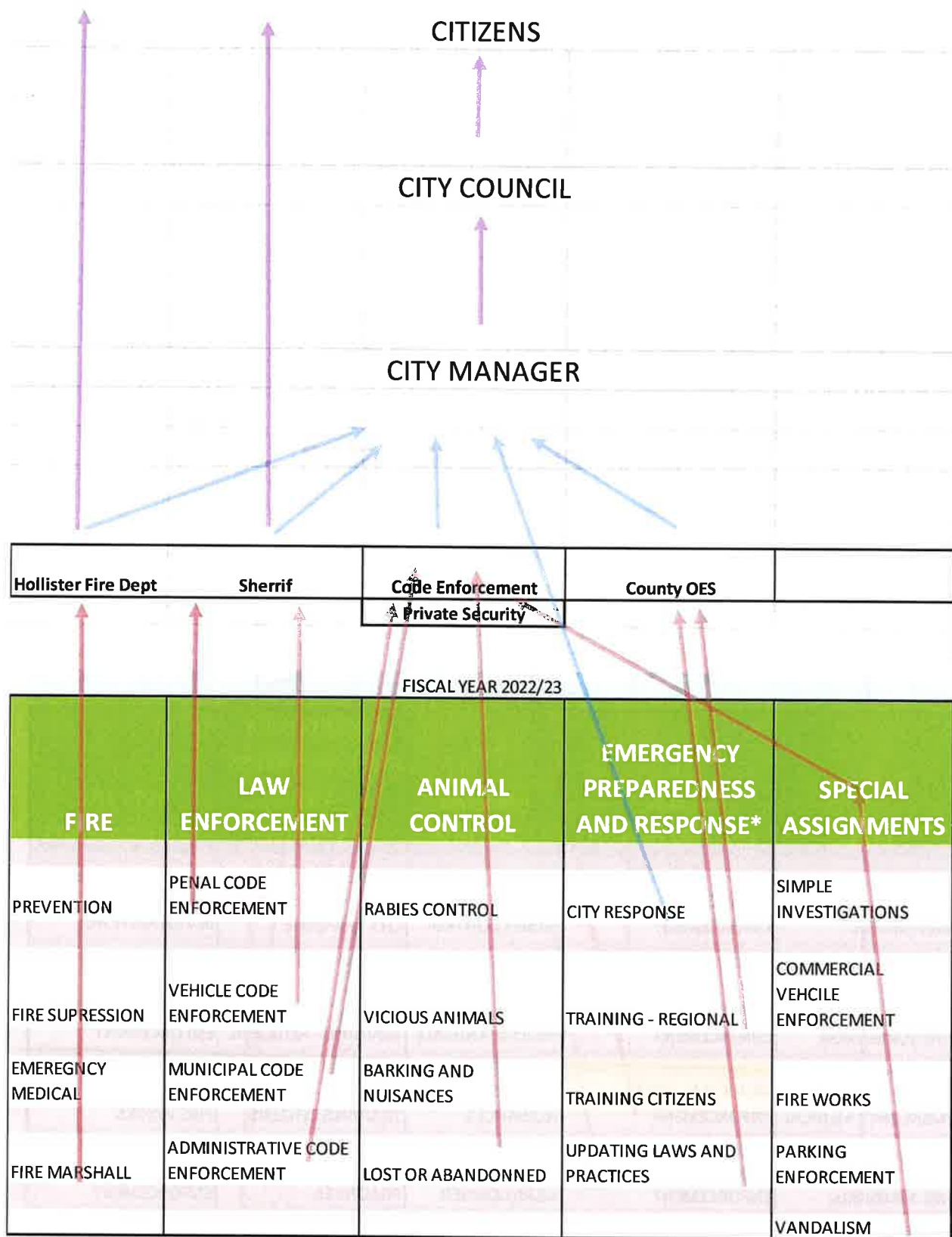
Recommendation #13: Consider converting the contracted private security contract to full-time or part-time Community Service Officer positions that work under the Public Safety Manager to enhance the Sheriff's patrols and can also serve as disaster service workers during emergencies.
[Note: During the course of Citygate's review, it was found that a full-time CSO position has already been approved in the City budget.]

This page was intentionally left blank



*

MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, ADOPTED JANUARY 24, 2023



* MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, ADOPTED JANUARY 24, 2023



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: **SEPTEMBER 19, 2023**

DEPARTMENT: **CITY MANAGER**

FROM: **DON REYNOLDS**

BY: **DON REYNOLDS**

TITLE: **AGREEMENT WITH FLOCK GROUP INC. TO INSTALL AND
OPERATE A CITYWIDE SECURITY CAMERA SYSTEM**

RECOMMENDED MOTION:

A motion is sought to approve the attached a Resolution authorizing the City Manager to execute an Agreement with Flock Group Inc. for the lease of a City-wide security camera system.

RECOMMENDATION:

It is recommended that after considering the attached security cameras system proposal and agreement, that the City Council authorize the City Manager to execute the agreement with Flock Group Inc. for the lease, management, update, and maintenance of security camera system for an initial term of two years

EXECUTIVE SUMMARY:

With the Council's approval of a reorganization of its Public Safety Services Department in the Budget for Fiscal Year 2023/24, there will be adequate staffing to manage a security camera system for the City. Staff has researched three different technological and acquisition strategies over the past 5-months. This report describes the result of this research and recommends that the City lease the system described in the attached proposal from the Flock Group Inc.

BACKGROUND:

In 2021, the City convened its Public Safety Ad Hoc Committee that reviewed the City's public safety services. Included in this review was a presentation about security camera systems from the City of King City Manager and Chief of Police. They strongly recommended that the City research these systems and move forward with its own security system.

The City extended its research to the City of Hollister meeting with the Hollister Information Technology Department that manages its system. It is critical that communication between the two cities occurs because it can provide vital evidence for solving serious crimes quickly. The Hollister technology has been in use for several years, and is constantly undergoing upgrades. This year, they began adding new technology from Flock Group Inc. The City also met with Hollister's Chief Carlos Reynoso. He is very supportive, and wanted to be certain that the City deployed cameras at the three key entrances; Monterey Street, round-about at San Juan highway, and the Alameda.

With the Council's informal support of the Citygate recommendation to reorganize its public safety services, (as discussed in a separate report on this same Agenda), in May, staff began in earnest to learn about the security systems offered by various vendors that serve this region. In the end the research focused on three vendors; Verkada, Surveillance Grid, and Flock Group Inc.

DISCUSSION:

The initial goal of investing in this highly technical equipment, is to cover the basics – entrances and exits. If additional coverage is warranted, additional cameras can be added to each of these systems. All three vendors offer technology that can fulfill this requirement. They each have the upmost protections and firewalls to preserve privacy, and maintain City data.

Selection criteria for San Juan Bautista is unique. In addition to requiring the best technology, reliability and effectiveness, the City requires that the system be simple to manage, and is flexible in its deployment. Flexibility is maximized by leasing rather than buying and owning the equipment. All three vendors offer a combination of cameras where one specification is capable of license plate recognition, ("LPR") and a second camera is used for general pan, tilt, and zoom capabilities ("PTZ"). All three proposals covered the three entrances to the City with LPR capable cameras, then added the PTZ cameras in targeted areas as recommended by staff. All three LPR systems would be connected to law enforcement and integrated into the National Crime Information Center ("NCIC") data base with the ability to track vehicle registrations, and other important confidential information. "Hot Lists" of license plates can be created for the systems so that when a targeted vehicle enters the City, law enforcement is notified.

Surveillance Grid is Hollister's legacy vendor, (and King City's), and they offer a variety of different camera systems based on the client's needs. They did not recommend leasing the equipment, due to the fact that most of the technological upgrades are software based and easily downloaded to the hardware systems. However, the server is recommended to be located at City Hall, would require and 2-year upgrades at an initial purchase price of \$40,000, and a total system cost of \$169,593.13. They estimate a ten-year life for the cameras systems, and some of these cameras are to be located on PGE poles (which can be an issue). There is an annual service charge for the software license of \$7,900 per year. Hollister's IT department and Police Department act as the foundation of this system in their city. Capacities not readily available in San Juan Baustista.

Verkada is one of the largest providers in the State, with 130 cities, 40 school districts and 30 universities as part of their 1,700+ client base. They have proposed a seven-camera system combining LPR and PTZ capabilities. Their proposal is not a purchase, but a license agreement.

They offer a discounted 5-year license at \$50,000 or 10-year discounted license at a cost of \$64,400. While the technology and applications are top ranked, their customer base is spread across the state, with Salinas as the closest city using this equipment, then San Mateo, and South San Francisco. Rather than providing a price for installing the system, Verkada offers to identify a third-party to request a quote. While 92% of the maintenance is performed on-line, the 8% would be the City's responsibility. Cameras would be uninstalled and shipped by the City for repair (car accident, or other issues) and then re-installed by the City. Maintaining and cleaning camera lenses and other routine matters would be the City's responsibility as well.

Of the three companies, Flock seemed to be the one that was growing the fastest and used the most advanced technology. New equipment was introduced during the research process. This is the firm recommended by the Citygate Undersheriff that completed the reorganization study. The LPR cameras used by Flock are not referred to LPR, but "Vehicle Fingerprint" cameras capable of identifying much more than license plates to include car make, color, and even bumper stickers. The cameras are more powerful than those offered by the other vendors, and when asked about proposal for more than 6-cameras, there was no need for the additional hardware. One concludes that this is a better and simplified version of the systems proposed by the other vendors. An investment in Flock is a better value.

It is also impressive that all the cities surrounding San Juan Baustista are investing in the Flock systems. This allows law enforcement to work with Watsonville, Gilroy, Morgan Hill, Salinas, and Hollister in the event of an Amber Alert or other crime moving across jurisdictions. The cities can share vehicle license plate "hotlists."

The Flock service agreement is full service – they install, monitor, and maintain all of it. There is a fee for replacing damaged cameras. The City's role and responsibilities are reduced to accessing stored data for evidence, and the use of the live feed software when needed. The system administrator is intended to be the newly recruited Public Safety Coordinator.

The proposed agreement that is attached is for only two-years at \$18,000 per year (\$3,000 per camera times 6-cameras). The first year includes \$2,100 for the installation, training and testing of the system.

This is a link to their deployment plan: [Deployment Plan Manager](#),

SUMMARY

The worst-case scenario is for the City to invest in a highly technical system that it does not have the capacity to take full advantage of, maintain if necessary, or to be locked into a technology that is soon to be outdated. Staff favors the concept of having the best technology, that is used to simplify the system. A system that is leased rather than purchased in short-increments that can be extended and modified in short intervals. Having experienced the user interface, staff is comfortable that at any skill level, the data can be easily be accessed and retrieved. Staff recommends Flock systems because it is the most common system in the area, it has the best technology, and a price and term that present the lowest risk to the City.

FISCAL IMPACT:

CIP 22-02 is the “Public Safety Initiative” that has \$200,000 budgeted from the prior fiscal year for the purpose of investing in a security camera system.

ATTACHMENTS:

Resolution, Proposal and Agreement.

RESOLUTION NO. 2023- XXX

A RESOLUTION OF THE CITY OF SAN JUAN BAUTISTA APPROVING AN AGREEMENT WITH FLOCK GROUP INC. TO INSTALL AND OPERATE A CITYWIDE SECURITY CAMERA SYSTEM

WHEREAS, in 2021, the City convened its Public Safety Ad Hoc Committee that became a standing Public Safety Committee in 2022, (“Committee”), and met until vacancies occurred following the 2022 election; and

WHEREAS, the Committee reviewed the contracts and personnel assigned to public safety services in the City that include contracts with the Hollister Fire Department, San Benito County Sheriff, Santa Cruz 911, Private Security, County Office of Emergency Services, and City’s part-time Code Enforcement Officer; and

WHEREAS, the Committee also explored the use and effectiveness of security cameras systems, and received a report from the King City Chief of Police and the City of Hollister; and

WHEREAS; the City with its 2022/23 budget began funding its Public Safety Initiative, putting funds aside in the Capital Improvement Plan (CIP 22-02, \$200,000) to purchase a security camera system; and

WHEREAS, it became clear learning from other cities, that the management and effective use of a security camera system requires dedicated staff that City has not provided for in past Budgets; and

WHEREAS, staffing has changed with the adoption of the FY 2023/24 Budget when the City approved a reorganization of its Public Safety Services that eliminates the private security contract for patrol services, and the part-time code enforcement officer position, and adds two full-time positions (as presented for consideration is a separate report to the Council on this same Agenda); Public Safety Coordinator and Community Services Officer; and

WHEREAS, the City has researched various technical and service delivery models for security systems common amongst the other jurisdictions in the region, and concludes that the technology should not be purchased but leased, from a full-service vendor that will install, update software, clean, and manage the equipment on a regular basis; and

WHEREAS, the Flock Group has proposed a security system for the City that includes “Vehicle Fingerprint” capabilities that are superior to the standard license plate reader (“LPR”) technology common today on the market (4 LPR cameras), and the new “Flock Safety Condor” technology that is a “pan, tilt, zoom” (“PTZ”) solution, (2 PTZ cameras) that are fully integrated into law enforcement systems for records search and evidence tracking abilities, and can be shared with other Flock systems being used in every city within 30-miles of San Juan Baustista; and

WHEREAS, the installation, set-up and training is proposed to cost \$20,100, and the annual lease is \$18,000 per year (\$3,000 per camera) for an initial two-year term, which is within current budget for the Public Safety Initiative; and

WHEREAS, the City Council has reviewed the Agreement and proposed security camera service solution and agrees with the recommendations as presented, and agrees that this proposed solution is a good value for the City.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA NOW HEREBY FINDS:

1. That the recitals in this Resolution and accompanying staff report are true and correct and are hereby made a part of this Resolution.
2. That it agrees to retain the services of Flock Group Inc. to install and maintain a security camera system as described in the attached proposal and Agreement; and
3. It authorizes the City Manager and City Attorney to finalize the details of this Agreement in much the same form as that presented in this Resolution, and execute it on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of San Juan Bautista at it regular meeting held on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

Attachments: Flock Group Inc. Proposal and Agreement

**Flock Safety + CA - City of San Juan
Bautista**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jake Sherman
jake.sherman@flocksafety.com
8187467444

flock safety



EXHIBIT A
ORDER FORM

Customer: CA - City of San Juan Bautista
Legal Entity Name: CA - City of San Juan Bautista
Accounts Payable Email: citymanager@san-juan-bautista.ca.us
Address: 311 2nd Street San Juan Bautista, California
95045

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$18,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included
Flock Safety Video Products			
Flock Safety Condor TM PTZ w/ LTE Service	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Condor Professional Services - Standard Implementation Fee	\$750.00	2	\$1,500.00
		Subtotal Year 1:	\$20,100.00
		Annual Recurring Subtotal:	\$18,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$38,100.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$20,100.00
Annual Recurring after Year 1	\$18,000.00
Contract Total	\$38,100.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Condor™	Flock's pan, tilt, zoom (PTZ) or fixed cameras which capture video footage with the option to stream live video, capture and view video recordings, and upload videos.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of San Juan Bautista

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

San Juan Bautista PD, CA

[Go to Project Management](#)

Export ▾

6

TOTAL
LOCATIONS

6

PLANNING

0

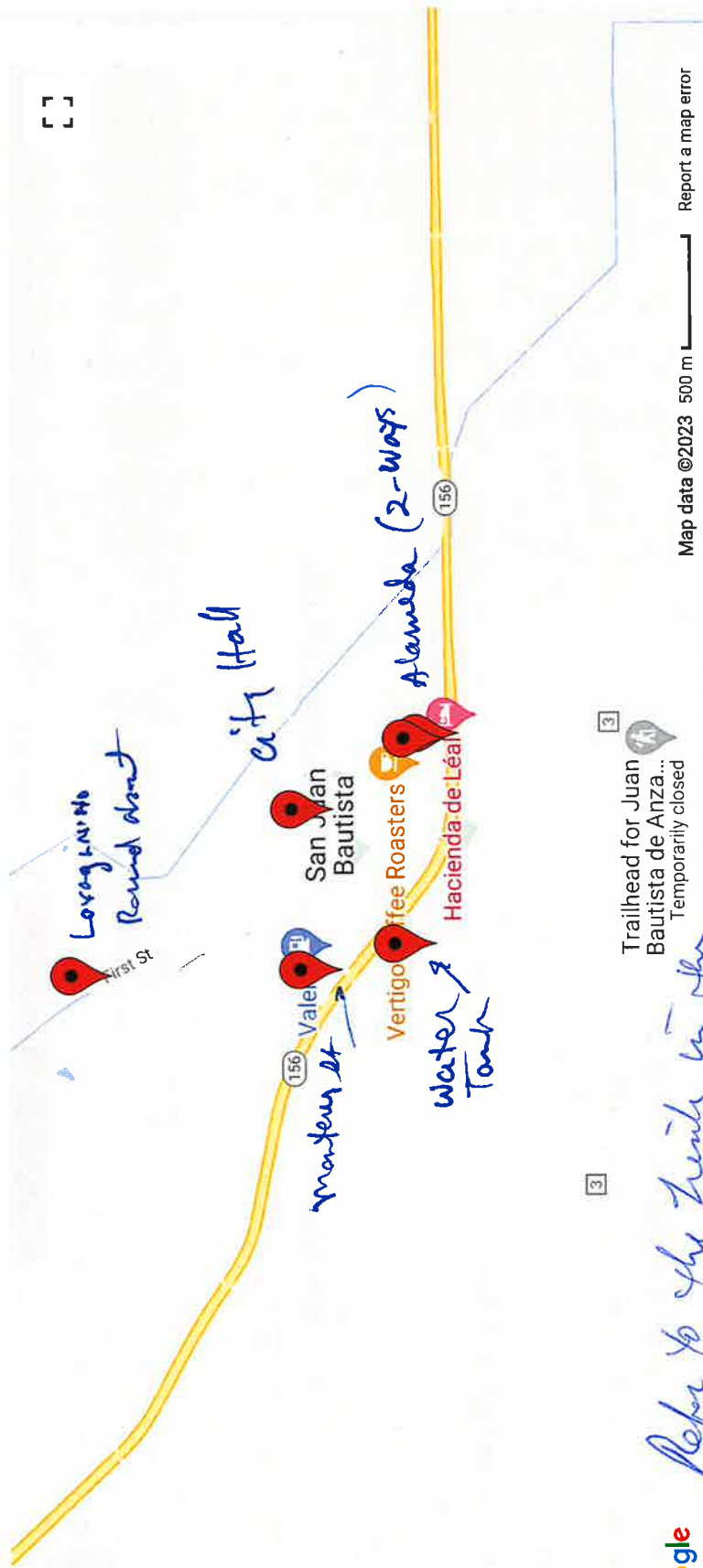
PERMITTING

0

INSTALLING

0

IN SERVICE



Google

Map data ©2023 500 m Report a map error

Cameras

- 2 Camera, Uniview PTZ, 8MP 6-120mms
- 4 Falcon 2.1 - 16 mm - 7611 Cat 4 - FNs

Poles

- 2 Existing Light Poles
- 4 Flock Pole - 12 fts

Power

- 2 Avicore Power Cable Assembly, NEMA L5-15 to 3 Conductor Pigtails, 9 FT.s
- 4 65W Solar Panel Top of Poles

Cameras

<

>

#01 Lausen Dr - Condor

Your Name Here

Approve

Reject

Note: Once the location is approved, any subsequent changes driven by a customer request may incur additional fees.

Address

Streetview



Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 01 day of September 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("***Customer Generated Data***"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 19, 2023 (*Second Reading*)

DEPARTMENT: CITY ATTORNEY

BY: CITY ATTORNEY

TITLE: AN ORDINANCE REVISING TITLE 13 “VIOLATIONS” BY REPEALING AND REPLACING ARTICLE 4 “NOTICED NUISANCE ABATEMENT PROCEDURE” AND ARTICLE 5 “EMERGENCY NUISANCE ABATEMENT PROCEDURE” OF CHAPTER 1 “ENFORCEMENT” BY ADOPTION OF AN ORDINANCE ENTITLED “ALTERNATIVE PUBLIC NUISANCE ABATEMENT PROCEDURES.”

CEQA: EXEMPT PER CEQA GUIDELINE 15061(B)(3)

RECOMMENDED MOTION:

Adopt an Ordinance determining this project is categorically exempt from the California environmental quality act and revising title 13 “violations” of the San Juan Bautista municipal code by repealing and replacing article 4 “noticed abatement procedure” and article 5 “emergency nuisance abatement procedure” of chapter 13.1 “enforcement” by adoption of an ordinance entitled “alternative public nuisance abatement procedures and remedies”

RECOMMENDATION:

Adopt an Ordinance of the City of San Juan Bautista Municipal Code:

Repealed and Replaced Article 4 of Chapter 13.1 of Title 13

Article 4 of Chapter 13.1 of Title 13 of the San Juan Bautista Municipal Code entitled “Noticed Nuisance Abatement Procedure” is hereby repealed in its entirety and replaced in the San Juan Bautista Municipal Code as set forth on the attached twenty-one (21) pages, Marked “Exhibit A” entitled “Article 4 Alternative Public Nuisance Abatement Procedures and Remedies” and incorporated herein by this reference thereto.

Repealed and Not Replaced Article 5 of Chapter 13.1 of Title 13

Article 5 of Chapter 13.1 of Title 13 of the San Juan Bautista Municipal Code entitled “Emergency Nuisance Abatement Procedure” is hereby repealed in its entirety and not replaced.

EXECUTIVE SUMMARY:

The proposed Ordinance would increase the ability of the City to assure code compliance within the City and would not have any potential for creation of a significant environmental impact.

The proposed ordinance is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) based on the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

BACKGROUND:

During the discussion at the City Council meetings on April 18, and July 18, 2023, Council Members directed that a new version of a nuisance abatement ordinance be provided for review and then, on July 18 directed that it be brought forward for introduction. An Ordinance follows for that purpose.

DISCUSSION:

The City Council may provide by ordinance for the abatement of any nuisance at the expense of the person maintaining it. The applicable sections of the California Government Code are found at §§38773 through 38773.5. The city may establish procedures by ordinance for recovery of abatement and related administrative costs by a nuisance abatement lien on the real property. However, that remedy is not currently provided by the nuisance abatement procedures now part of the Municipal Code which provide for collection of costs incurred by the city in abatement actions through a special municipal assessment collected on the tax roll. Upon adoption, the attached Ordinance provides for:

- Expansion of operative definitions of what constitutes a nuisance;
- Enumeration of what constitutes abatement costs;
- Continuation of emergency abatement for an immediate threat to public health, safety or welfare;
- Provisions for non-owner-occupied properties;
- Provision for violations of building codes life-safety regulations;
- Provision for issuance and recording of notices of violation, notices to abate, post-deprivation notices, stop work notices and notices of refusal to issue permits. An administrative hearing officer may be delegated to conduct appeals, with the City Council having the ability to review *de novo* the decision of the hearing officer;
- Provisions for alternate procedures to recover abatement costs by a special assessment on the tax roll or through a lien on the real property that is the site of the violation;
- Provision for the successor in interest to the owner to be required to sign a statement accepting responsibility for the abatement of a violation existing at the time of sale.
- Provision for civil penalties up to the maximums allowed by law.

The attached ordinance is submitted for purposes of second reading and adoption, to take effect 30 days following adoption.

CEQA

Exempt per CEQA Guideline 15061(B)(3)

ATTACHMENTS:

Ordinance

Exhibit A, Article 4. Public Nuisance Abatement Procedures and Remedies

Public Hearing Notice

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY OF SAN JUAN BAUTISTA DETERMINING THIS PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND REVISING TITLE 13 “VIOLATIONS” OF THE SAN JUAN BAUTISTA MUNICIPAL CODE BY REPEALING AND REPLACING ARTICLE 4 “NOTICED ABATEMENT PROCEDURE” AND ARTICLE 5 “EMERGENCY NUISANCE ABATEMENT PROCEDURE” OF CHAPTER 13.1 “ENFORCEMENT” BY ADOPTION OF AN ORDINANCE ENTITLED “ALTERNATIVE PUBLIC NUISANCE ABATEMENT PROCEDURES AND REMEDIES”

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, triggers local police powers and under existing law public agencies can address public nuisance within their jurisdictions; and

WHEREAS, the City Council may provide by ordinance for the abatement of any public nuisance at the expense of the person maintaining same by establishing local administrative procedures; and

WHEREAS, the City of San Juan Bautista previously adopted local administrative provisions, codified as Article 4 (“Noticed Nuisance Abatement Procedure”) of Chapter 13.1 (“Enforcement”) of Title 13 (“Violations”) of the San Juan Bautista Municipal Code and Article 5 (“Emergency Nuisance Abatement Procedure”) of Chapter 13.1 of Title 1 of the San Juan Bautista Municipal Code; and

WHEREAS, the City Council reviewed and evaluated at a public meeting the recommended regulations and standards for the abatement of public nuisance as attached hereto as “Exhibit A”; and

WHEREAS, the City Council, in an effort to streamline the regulations for the abatement of public nuisance and to improve on existing processes and procedures provided now by the San Juan Bautista Municipal Code, has determined to repeal and replace Article 4 of Chapter 13.1 “Enforcement” of Title 13 “Violations” of the San Juan Bautista Municipal Code with “Exhibit A,” consisting of 21 pages, entitled “Alternative Public Nuisance Abatement Procedures and Remedies”; and

WHEREAS, as “Exhibit A” includes authority for summary abatement of any nuisance constituting an immediate threat to public health, safety, and/or welfare, in an effort to streamline the regulations for the abatement of public nuisance and to improve on existing processes and procedures in the Municipal Code, the City Council has determined to repeal and not replace Article 5 “Emergency Nuisance Abatement Procedure” of Chapter 13.1 “Enforcement” of Title 13 “Violations” of the San Juan Bautista Municipal Code; and

WHEREAS, on August 4, 2023, a Notice of Public Meeting for this matter was posted in three locations in the city designated by the City Council for posting of notices within the City; and

WHEREAS, on August 15, 2023, the City Council held a duly noticed public hearing on amendment of Title 13 of the Municipal Code at which time the City Council reviewed and considered the agenda report, reviewed and considered written correspondence from the public, testimony and other information in the record; and

WHEREAS, the City Council finds that establishing regulations, processes and procedures for the abatement of public nuisance is necessary for the health, safety and general welfare of the residents of the City.

**THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DOES
HEREBY ORDAIN AS FOLLOWS:**

1. Environmental Determination. The proposed ordinance is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) based on the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The proposed Ordinance would increase the ability of the City to assure code compliance within the City and would not have any potential for creation of a significant environmental impact.
2. Article 4 of Chapter 13.1 of Title 13 Repealed and Replaced. Article 4 of Chapter 13.1 of Title 13 of the San Juan Bautista Municipal Code entitled “Noticed Nuisance Abatement Procedure” is hereby repealed in its entirety and replaced in the San Juan Bautista Municipal Code as set forth on the attached twenty-one (21) pages, Marked “Exhibit A” entitled “Article 4 Alternative Public Nuisance Abatement Procedures and Remedies” and incorporated herein by this reference thereto.
3. Article 5 of Chapter 13.1 of Title 13 Repealed and Not Replaced Article 5 of Chapter 13.1 of Title 13 of the San Juan Bautista Municipal Code entitled “Emergency Nuisance Abatement Procedure” is hereby repealed in its entirety and not replaced.
4. Effective Date. This Ordinance shall be in full force and effect 30 days after its final passage and adoption.
5. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.
6. Posting of Ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted on the internet and in the public places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of San Juan Bautista duly held on August 15, 2023, and was passed and adopted at a regular meeting duly held on September 19, 2023.

PASSED AND ADOPTED by the San Juan Bautista City Council on the 19th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Article 4. Alternative Public Nuisance Abatement Procedures and Remedies

Section

- 13-1-400 Purpose, effect, authority, and policy
- 13-1-410 Definitions
- 13-1-420 Conditions creating public nuisance
- 13-1-430 Nuisance abatement authority
- 13-1-440 No duty to enforce
- 13-1-450 Duty of owners and occupants; no unlawful activity permitted
- 13-1-460 Administrative civil remedies
- 13-1-470 Notices
- 13-1-480 Service of notices
- 13-1-490 Recordation of notices
- 13-1-500 Administrative hearing
- 13-1-510 Enforcement of abatement order
- 13-1-520 Liability for abatement costs and/or administrative penalties; interest
- 13-1-530 Lien hearing
- 13-1-540 Alternative lien hearing procedure
- 13-1-550 Enforcement by civil action
- 13-1-560 Refusal to issue permits
- 13-1-570 Transfer of title, interest, or possession
- 13-1-580 Remedies cumulative
- 13-1-590 Severability

13-1-400 Purpose Effect, Authority, and Policy.

(A) It is the intent of the City Council of the City of San Juan Bautista in adopting this article to provide alternative procedures that govern the identification and abatement of public nuisances, as well as, the imposition, enforcement, collection, and administrative review of administrative penalties for violation of the San Juan Bautista Municipal Code and/or State laws within the City of San Juan Bautista.

(B) The provisions of this chapter are supplementary to and cumulative with all other remedies provided in the San Juan Bautista Municipal Code and applicable state and federal law. Nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the City of San Juan Bautista or any other authorized governmental entity to enforce city ordinances, abate any and all nuisances, or employ any remedy otherwise available at law or in equity.

(C) Pursuant to the authority granted by Article XI, Section 7 of the California Constitution, and Cal. Gov't Code, §§ 38773.1 and 53069.4, the City Council does enact this article, which shall be known and may be cited as the "Alternative Public Nuisance Abatement Procedures and Remedies."

(D) It is the policy of the City of San Juan Bautista to seek voluntary compliance with these provisions, but to provide an effective means of enforcement if such compliance is not obtained.

13-1-410 Definitions.

The following definitions shall apply to this chapter as written unless context indicates or requires a different meaning.

Abatement. The removal of the condition(s) constituting a nuisance as identified in the notice issued by the enforcing officer.

Abatement Costs. Any costs or expenses, including city staff time reasonably related to the abatement of a public nuisance under this chapter, and shall include, but shall not be limited to, enforcement, investigation, summaries, reports, notices, telephonic contact, correspondence, mailing expense, title search costs, administrative costs, including the total direct and indirect costs of enforcement established by generally accepted accounting principles that are reasonably and necessarily incurred by the city to investigate, inspect, or cure any violation or monitor the recurrence of any violation that is the subject of a notice issued by the enforcing officer, including, but not limited to, scheduling and participation at hearings, hearing officer costs, expenses incurred by the city, and any other costs associated with the removal, abatement or correction of a violation.

City. The City of San Juan Bautista.

City Hearing Officer. A person designated by the City Manager and appointed to the position of Hearing Officer, established by San Juan Bautista Municipal 2-7-130 (C) and who is independently authorized to conduct administrative hearings and issue recommended decisions pursuant to and as authorized by the San Juan Bautista Municipal Code.

Contiguous. Any two legal parcels which share a mutual boundary. Notwithstanding the foregoing, legal parcels shall be considered contiguous, even if they are separated by roads, streets, utility easements or railroad rights-of-way.

Enforcing Officer or Code Enforcement Officer. The City of San Juan Bautista Code Enforcement Officer, Building Official, Building Inspector, Fire Chief, or their authorized deputies or designee(s). each of whom is independently authorized to

enforce this chapter, together with those persons designated by Section 2-7-105 (C) of the San Juan Bautista Municipal Code.

Legal Parcel. Any parcel of real property for which one legal title exists that may be separately sold in compliance with the Subdivision Map Act (commencing with Cal. Gov't Code § 66410, Title 7, Div. 2). Where contiguous Legal Parcels are under common ownership or control, such Legal Parcels shall be counted as a single premises for purposes of this article.

Premises. A single, legal parcel of real property. In addition, where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall be counted as a single Premises for purposes of this article.

Responsible Party. An individual or legal entity, or the agent or legal guardian of such individual or entity, whose action or failure to act results in a violation. This term specifically means and includes, but is not limited to, any of the following:

- (1) Any person or entity that causes, maintains, permits, or allows a violation of this article;
- (2) Any person or entity that owns, possesses, or controls any parcel of real property in the city upon which a violation of this article is maintained;
- (3) Any trustee of any trust that holds legal title to any parcel of real property in the city upon which a violation of this article is maintained;
- (4) Any person or entity that owns, possesses, operates, manages, or controls any business within the city that is responsible for causing or maintaining a violation of this article.

13-1-420 Conditions Creating Public Nuisance.

(A) Without limiting any other provision of this code, any and all of the following are hereby declared unlawful and a public nuisance and a violation of this code:

- (1) Any condition, act, or omission declared by any statute of the State of California or any provision of this code to be a public nuisance;
- (2) Any public nuisance known or recognized in common law or equity;
- (3) Any condition that constitutes a nuisance as defined in Cal. Civil Code § 3479;
- (4) Any use or condition of property that:
 - (a) Poses a danger to human life; or
 - (b) Is unsafe or detrimental to the public health, safety, or welfare.
- (5) Any use of land, buildings, or premises established, operated, or maintained contrary to the provisions of any provision of this code or state law;
- (6) Any real property that has been the situs for nuisance activity and/or violations of any provision of this code or any other state or federal law or regulation, including, but not limited to: disturbing the peace, unreasonably loud noise, loitering, harassment

of passersby, illegal gambling, prostitution, sale of stolen goods, acts of violence, acts of vandalism, acts of lewd conduct, public urination, illegal drug activity, public drunkenness, drinking alcoholic beverages in public, or excessive littering.

(7) Any condition that constitutes a visual blight to a reasonable person of average sensibilities. For purposes of this chapter, visual blight is any unreasonable or unlawful condition or use of real property, premises, or building exteriors which by reason of its appearance as viewed at ground level from the public right-of-way or from neighboring premises, is detrimental to the property of others or to the value of property of others, offensive to the senses, or significantly degrades the aesthetic appearance of the neighborhood. Visual blight may include, but is not limited to, the keeping, storing, depositing, scattering over or accumulation on the premises any of the following:

(a) Junk, trash, debris, scrap metal, wood, rubbish, or packing materials, including, but not limited to, building, construction, salvage, and/or recyclable material;

(b) Abandoned, discarded or unused objects or equipment, such as furniture, stoves, appliances, refrigerators, freezers, or other household fixtures, cans or containers, or automotive parts and equipment;

(c) Abandoned, wrecked, disabled, dismantled or inoperative vehicles or parts thereof except inoperative vehicles that are not abandoned, are either registered or are certified pursuant to Cal. Vehicle Code § 4604 and are in an active state of renovation or restoration, or are maintained and stored in accordance with Cal. Vehicle Code § 5052;

(d) Stagnant water or abandoned excavations;

(e) The existence of overgrown, dead, decayed, diseased or hazardous trees, and other vegetation, including but not limited to dead agricultural groves which are:

1. Likely to attract rodents, vermin or other nuisances;
2. Constitutes a fire hazard; or
3. Is dangerous to the public safety and welfare.

(f) Any personal property, object, device, decoration, design, fence, structure or clothesline which is unsightly by reason of its condition or its inappropriate location.

(8) Any condition that constitutes an attractive nuisance; those dangerous objects or conditions that, by their nature may attract children or other curious individuals, including, but not limited to, unprotected hazardous or unfilled pools, ponds, ice boxes, refrigerators, freezers, abandoned wells, shafts, septic tanks, or other excavations.

(9) Continuation of any use or activity on any property after a stop work notice has been issued by an enforcing officer.

(B) Acts, omissions, or conditions in violation of this chapter that continue, exist, or occur on more than one calendar day constitute separate violations on each day. Violations continuing, existing, or occurring on the service date, the effective date, and each day between the service date and the effective date are separate violations. For

each day the nuisance continues to exist, a separate administrative penalty shall be imposed.

(C) The City Council of the City of San Juan Bautista finds that certain conditions as defined in this section cause annoyance, inconvenience or damage to the public with respect to the public's comfort, health, safety, welfare and enjoyment of property. It is the purpose and intent of the City Council to define and proscribe those conditions which are injurious to the public and which constitute a public nuisance, having carefully weighed the interests of the public against the interests of private property owners and possessors in the free use of their property.

13-1-430 Nuisance Abatement Authority.

(A) Whenever necessary to investigate and ascertain, and/or to abate any violation of the provisions of this chapter, or whenever there is reasonable cause to believe that there exists a violation of this chapter, the enforcing officer may enter onto any premises or into any building upon presentation of proper credentials to the owner and/or the occupant thereof. Notwithstanding the foregoing, the enforcing officer may enter onto any premises or into any building under authority of a warrant issued pursuant to Cal. Code of Civil Procedure §§ 1822.50 *et seq.* All costs incurred by the city in seeking and obtaining an inspection and/or abatement warrant may be recoverable as abatement costs.

(B) Upon discovering a public nuisance as defined in this chapter, the enforcing officer may do any one or more of the following:

- (1) Issue a notice of violation, and record the notice of violation;
- (2) Issue a notice to abate a public nuisance, record the notice to abate, and abate the public nuisance;
- (3) Impose, determine, and collect an administrative civil penalty;
- (4) Issue a stop work order requiring immediate cessation of the use or activity in accordance with this chapter;
- (5) Seek relief from any court to abate the nuisance and/or collect civil penalties and abatement costs through the Office of the City Attorney, without first going through the administrative procedures set forth in this chapter; or
- (6) Notwithstanding any other provision of this chapter, when any nuisance described in §13-1-420 constitutes an immediate threat to public health, safety, and/or welfare, and when the procedures set forth in this chapter would not result in abatement of that nuisance within a short enough time period to avoid that threat, the enforcing officer may direct any officer or employee of the city to summarily abate the nuisance. The enforcing officer shall make reasonable efforts to notify the responsible parties, but the formal notice and hearing procedures in this chapter shall not apply; however, the enforcing officer shall issue a post-deprivation notice to the responsible parties. The city may nevertheless recover all its costs for abating that nuisance in the manner set forth in this article.

13-1-440 No Duty to Enforce.

Nothing in this chapter shall be construed as imposing on the enforcing officer or the City of San Juan Bautista any duty to issue any notice hereunder, nor to abate any nuisance, nor to take any other action with regard to any nuisance. Neither the enforcing officer nor the City of San Juan Bautista shall be liable for failure to issue any notice hereunder, nor for failure to abate any nuisance, nor for failure to take any other action with regard to any nuisance.

13-1-450 Duty of Owners and Occupants; No Unlawful Activity Permitted.

No person or entity owning, leasing, occupying or having charge or possession of any premises within the incorporated area of the City of San Juan Bautista shall cause, permit, maintain, conduct or otherwise suffer or allow a public nuisance to exist. It shall be the duty of every owner, occupant, and person that controls any land or interest therein within the incorporated area of the City of San Juan Bautista to remove, abate, and prevent the reoccurrence of the public nuisance upon such land. Such duty of an owner shall exist regardless of whether the owner is in actual possession of his or her real property, and may include an obligation to take action to evict or otherwise remove an occupier who creates a public nuisance upon the owner's property. Nothing in this chapter shall be deemed to authorize or permit any activity that violates any provision of state or federal law.

13-1-460 Administrative Civil Remedies.

(A) In addition to any other remedy or penalty prescribed in this chapter, each day any nuisance violation exists shall be a separate violation and may be subject to an administrative civil penalty assessed pursuant to California Government Code § 36900, as presently written or hereafter amended, in the following amounts or as hereafter amended:

- (1) Up to \$100 per day, or part thereof, for the first violation.
- (2) Up to \$200 per day, or part thereof, for a second violation of the same ordinance within one year;
- (3) Up to \$500 per day, or part thereof, for each additional violation of the same ordinance within one year of the first violation;
- (4) Notwithstanding divisions (A)(1) through (A)(3), any nuisance resulting from a violation of local building and safety codes may be subject to an administrative penalty of up to \$130 per day, or part thereof, for the first violation, up to \$700 per day, or part thereof, for a second violation of the same ordinance within one year, and up to \$1,300 per day, or part thereof, for each additional violation of the same ordinance within one year of the first violation;
- (5) Notwithstanding any other provision of this code, any violation of Chapter 5-31, Cannabis Facilities Regulatory Permit, shall constitute a misdemeanor and shall be subject to an administrative penalty of up to \$1,000 per day, or part thereof;

(6) Notwithstanding any other part of this article, any violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements, if the violation exists as a result of, or to facilitate, the illegal cultivation, manufacture, or distribution of cannabis, shall be subject to immediate fines of \$1,000 per day, per violation. However, a reasonable period of time to remedy the violation(s) shall be provided prior to the imposition of such fine if the responsible party proves all of the following are true at a hearing:

(a) A tenant is in possession of the property that is the subject of the administrative action;

(b) The rental property owner or agent can provide evidence that the rental or lease agreement prohibits the cultivation, manufacture, or distribution of cannabis; and

(c) The rental property owner or agent did not know the tenant was illegally cultivating, manufacturing, or distributing cannabis and no complaint, property inspection, or other information caused the rental property owner or agent to have actual notice of the illegal cannabis cultivation.

(7) Notwithstanding any other part of this code, any violation of a stop work notice shall be subject to an immediate fine of \$1,000 per day.

(8) Civil penalties, excluding interest, shall not exceed the amounts set forth in the California Government Code.

(9) The assessment of civil penalties may begin to accrue on the date of initial occurrence of the violation, as identified by the city of San Juan Bautista.

(10) Payment of the penalty shall not excuse a failure to correct the violation nor shall it bar further enforcement action by the city.

(11) The failure of any person to pay a penalty assessed by administrative citation within the time specified on the citation shall result in the assessment of a late fee. The amount of the late fee shall be fifth percent (50%) of the total amount of the administrative penalty owed.

(12) A civil penalty assessed by administrative citation constitutes a debt to the city. In the event any person fails to pay a civil penalty within the time specified, the city may take such action as is appropriate to collect the debt, including but not limited to an action in small claims court, an assessment lien, or any other legal remedy.

(B) In determining the amount of the administrative penalty, the enforcing officer, or the court if the violation requires court enforcement without an administrative process, shall take into consideration the nature, circumstances, duration, extent, and gravity of the violation(s), any prior history of violations, the degree of culpability, economic impact, impact of the nuisance upon the community, and any other factors as justice may require.

(C) The administrative penalty may be imposed via the administrative processes set forth in this chapter, as provided in Cal. Gov't Code § 53069.4, or may be imposed by the court if the violation requires court enforcement without an administrative process.

(D) In the case of a continuing violation, if the violation does not create an immediate danger to health or safety, or is not subject to immediate fines as set forth herein, the enforcing officer or the court shall provide for a reasonable period of time, not to exceed ten calendar days, for the person responsible for the violation to correct or otherwise remedy the violation prior to the imposition of administrative penalties.

13-1-470 Notices.

Whenever the enforcing officer determines that a public nuisance as described in this chapter exists on any real property within the incorporated area of the City of San Juan Bautista, he or she is authorized to issue any of the following notices in accordance with this chapter:

(A) *Notice of violation ("NOV")*. The notice of violation shall be in writing and shall:

(1) Identify the responsible parties, including owner(s) of the property upon which the nuisance exists, as named in the records of the San Benito County Assessor, and occupant(s), if other than the owner(s), and if known or reasonably identifiable (collectively, the "recipients");

(2) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property;

(3) Identify such property by reference to the assessor's parcel number;

(4) Contain a statement that one or more conditions described in §13-1-420 exist on the premises and that it has been determined by the enforcing officer to be a public nuisance as described in this chapter. The statement required under this paragraph shall describe the nuisance conditions with reference to applicable provisions of this code and/or state law upon which the enforcing officer based his or her determination;

(5) Contain a statement that the recipient(s) must abate the nuisance within ten calendar days after the date that the notice of violation was served, describe the action(s) required to abate the nuisance, and set forth the proposed amount of any administrative penalty (per violation, per day) to be imposed if the conditions are not abated within the time stated;

(6) Contain a statement that unless the recipient(s) voluntarily abate the nuisance within the time specified in division (A)(5) of this section, that the enforcing officer may issue additional notices in accordance with this chapter, and may further record the notice of violation on the subject property with the San Benito County Recorder's Office;

(7) Contain a statement that the recipient(s) may request an administrative hearing to determine whether the conditions identified in the notice of violation constitute a public nuisance by submitting a written request to the enforcing officer no later than seven calendar days of the date of the notice of violation. This written request must identify the recipient(s), provide the recipient(s) contact information, and set forth the reason(s) the hearing is requested. If any responsible party properly requests a hearing, they shall be notified when the matter has been set for hearing. Failure of the

recipient(s) to appear at the scheduled hearing and present evidence shall constitute a failure to exhaust administrative remedies.

(B) *Notice to abate a public nuisance ("notice to abate")*. The notice to abate a public nuisance shall be in writing and shall:

(1) Identify the responsible parties, including owner(s) of the property upon which the nuisance exists, as named in the records of the County Assessor, and occupant(s), if other than the owner(s), and if known or reasonably identifiable (collectively, the "recipients");

(2) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property;

(3) Identify such property by reference to the assessor's parcel number;

(4) Contain a statement that one or more conditions described in §13-1-420 exist on the premises and that it has been determined by the enforcing officer to be a public nuisance as described in this chapter. The statement required under this paragraph shall describe the nuisance conditions with reference to applicable provisions of this code and/or state law upon which the enforcing officer based his or her determination;

(5) Contain a statement that the recipient(s) must abate the nuisance within ten calendar days after the date that the notice of abate was served, describe the action(s) required to abate the nuisance, set forth the proposed amount of any administrative penalty (per violation, per day) to be imposed if the conditions are not abated within the time stated, and the enforcing officer's intent to record a Notice of Pending Nuisance Abatement Proceeding with the San Benito County Recorder in accordance with §13-1-490.

(6) Contain a statement that the recipient(s) may request an administrative hearing to determine whether the conditions identified in the notice of abate constitute a public nuisance by submitting a written request to the enforcing officer no later than seven calendar days of the date of the notice of abate. This written request must identify the recipient(s), provide the recipient(s) contact information, and set forth the reason(s) the hearing is requested. If any responsible party properly requests a hearing, they shall be notified when the matter has been set for hearing. Failure of the recipient(s) to appear at the scheduled hearing and present evidence shall constitute a failure to exhaust administrative remedies.

(7) Contain a statement that, unless the recipient(s) timely abate the nuisance, or show good cause before the City Hearing Officer why the conditions should not be abated, the enforcing officer will abate the nuisance. It shall also state that the abatement costs, including administrative costs, may be made a special assessment added to the county assessment roll and/or become a lien on the real property, or be placed on the unsecured tax roll in accordance with this chapter.

(C) *Post-deprivation notice*. The post-deprivation notice shall be in writing and shall:

(1) Identify the responsible parties, including owner(s) of the property upon which the nuisance exists, as named in the records of the San Benito County Assessor, and occupant(s), if other than the owner(s), if known or reasonably identifiable (collectively, the "recipients");

(2) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property;

(3) Identify such property by reference to the assessor's parcel number;

(4) Contain a statement that one or more conditions described in §13-1-420 existed on the premises and that it was determined by the enforcing officer to be a public nuisance as described in this article. The statement required under this paragraph shall describe the nuisance conditions with reference to applicable provisions of this code and/or state law upon which the enforcing officer based his or her determination, and set forth the proposed amount of any administrative penalty (per violation, per day) to be imposed;

(5) That the enforcing officer summarily abated the nuisance existing on the premises after it was deemed that other administrative procedures would not result in abatement of the nuisance, which constituted an immediate threat to public health, safety, and/or welfare, within a short enough period of time to avoid said threat;

(6) Contain a statement that the recipient(s) may request an administrative hearing to determine whether the conditions identified in the notice of abate constituted a public nuisance by submitting a written request to the enforcing officer no later than seven calendar days of the date of the notice of abate. This written request must identify the recipient(s), provide the recipient(s) contact information, and set forth the reason(s) the hearing is requested. If any responsible party properly requests a hearing, they shall be notified when the matter has been set for hearing. Failure of the recipient(s) to appear at the scheduled hearing and present evidence shall constitute a failure to exhaust administrative remedies.

(D) *Stop work notice.* The stop work notice shall be in writing and shall:

(1) Identify the responsible parties, including owner(s) of the property upon which the nuisance exists, as named in the records of the San Benito County Assessor, and occupant(s), if other than the owner(s), if known or reasonably identifiable (collectively, the "recipients");

(2) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property;

(3) Identify such property by reference to the assessor's parcel number;

(4) Contain a statement that one or more conditions described in §13-1-420 exist on the premises and that it has been determined by the enforcing officer to be a public nuisance as described in this article. The statement required under this paragraph shall

describe the nuisance conditions with reference to applicable provisions of this code and/or state law upon which the enforcing officer based his or her determination;

(5) Contain a statement that the enforcing officer has ordered the immediate cessation of any use or activity constituting a public nuisance, and set forth the proposed amount of any administrative penalty (per violation, per day) to be imposed if the conditions are not abated within the time stated;

(6) Contain a statement that it is unlawful and a violation of this code for any person to resume any use or activity that the enforcing officer ordered to be stopped, unless the enforcing officer has expressly authorized the recipient(s) to resume the use or activity based upon the recipient(s) written agreement to take corrective action to abate the nuisance;

(7) Contain a statement that the recipient(s) may request an administrative hearing to determine whether the conditions identified in the stop work notice constitute a public nuisance by submitting a written request to the enforcing officer no later than seven calendar days of the date of the stop work notice. This written request must identify the recipient(s), provide the recipient(s) contact information, and set forth the reason(s) the hearing is requested. If any responsible party properly requests a hearing, they shall be notified when the matter has been set for hearing. Failure of the recipient(s) to appear at the scheduled hearing and present evidence shall constitute a failure to exhaust administrative remedies.

(8) Contain a statement that the timely submission of a request for hearing shall not permit the resumption of the use or activity that the enforcing officer ordered to be ceased.

(E) *Notice of refusal to issue permits* ("refusal to issue"). The refusal to issue shall be in writing and shall:

(1) Identify the responsible parties, including owner(s) of the property upon which the nuisance exists, as named in the records of the San Benito County Assessor, and occupant(s), if other than the owner(s), and if known or reasonably identifiable (collectively, the "recipients");

(2) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property;

(3) Identify such property by reference to the assessor's parcel number;

(4) Contain a statement that one or more conditions described in §13-1-420 exist on the premises and that it has been determined by the enforcing officer to be a public nuisance as described in this chapter. The statement required under this paragraph shall describe the nuisance conditions with reference to applicable provisions of this code and/or state law upon which the enforcing officer based his or her determination.

(5) (a) If the applicant disagrees with the determination that a violation exists, he or she may request a hearing in accordance with §13-1-500 within 30 calendar days

after issuance of the refusal to issue. A written request for hearing shall be submitted to the City Manager.

(b) If any applicant requests a hearing in accordance with this subdivision, they shall be notified in accordance with §13-1-480, when the matter has been set for hearing. Failure of the applicant(s) to appear at the scheduled hearing and present evidence shall constitute a failure to exhaust administrative remedies.

(F) *Invoice for abatement costs and/or administrative penalties ("invoice")*. The invoice shall be in writing and shall:

(1) Identify the responsible parties, including owner(s) of the property upon which the nuisance exists, as named in the records of the San Benito County Assessor, and occupant(s), if other than the owner(s), if known or reasonably identifiable (collectively, the "recipients");

(2) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property;

(3) Identify such property by reference to the assessor's parcel number;

(4) Set forth the amount(s) due and owing for abatement costs, including administrative costs incurred by the county to abate the nuisance and/or administrative penalties imposed, including any interest which has accrued on any amount due under this article from the effective date of the City Council's decision, as set forth in this article;

(3) A demand for payment of said costs, including accrued interest, to be paid within 30 calendar days after service of the invoice;

(4) If said amounts due and owing are not timely satisfied in full, a lien hearing may be held in accordance with §§13-1-530 and 13-1-540.

13-1-480 Service of Notices.

(A) Any notice issued by the enforcing officer in accordance with this chapter may be served in the following manner:

(1) By delivering it personally to the responsible parties. Service shall be deemed to have been completed upon personal delivery;

(2) By certified mail, addressed to:

(a) The owner at the address shown on the last equalized assessment roll or as otherwise known to the enforcing officer; and

(b) To anyone known to the enforcing officer to be in possession of the property at the street address of the property subject to the notice, if the property is capable of receiving mail. Service shall be deemed to have been completed upon the deposit of said notice, postage prepaid, in the United States mail.

(3) In the event that, after reasonable effort, the enforcing officer is unable to serve the notice as set forth above, service shall be accomplished by posting a copy of such notice conspicuously along the frontage of the real property subject to the notice, or if the property has no frontage, upon any street, highway, or road then upon the portion of the property nearest to a street, highway, or road, or most likely to give actual notice to the owner and any person known by the enforcing officer to be in possession of the property. Service shall be deemed to have been completed upon posting.

(B) The failure to serve any person described in this section shall not affect the validity of service or the validity of any administrative penalties imposed pursuant to this chapter upon any other person.

(C) The failure of any responsible party to receive such notice shall not affect the validity of the proceedings.

(D) Notwithstanding the foregoing, with the consent of a responsible party, notices under this chapter may be provided by electronic mail (e-mail) or any other means reasonably calculated to provide notice.

13-1-490 Recordation of Notices.

(A) *Notice of pending nuisance abatement proceeding.*

(1) Upon issuance of a notice to abate, the enforcing officer may record a notice of pending nuisance abatement proceeding with the San Benito County Recorder and shall notify the responsible parties of such action. A notice of pending nuisance abatement proceeding shall describe the premises and the condition in violation of this chapter.

(2) If a notice of pending nuisance abatement proceeding is recorded, the enforcing officer shall serve and record a notice of final disposition when the nuisance abatement proceeding has been completed, including any appeals and the completion of any work necessary to abate the nuisance.

(B) *Notice of final disposition.* If the work to abate the nuisance is performed at city expense, the notice of final disposition need not be issued until those costs have been paid or a lien for those costs has been recorded in accordance with §§13-1-530 and 13-1-540. A fee shall be paid by the responsible parties for processing the notice of final disposition. The notice of final disposition shall be served upon any party that was served with the notice and order.

(C) *Notice of non-compliance.*

(1) The enforcing officer may record a notice of non-compliance with the San Benito County Recorder on the property which is the subject of a notice under this chapter if:

- (a) The time limit for abatement expires and abatement has not occurred;
- (b) A use or activity continues after issuance of a stop work notice; or
- (c) If a hearing is held, after the city hearing officer has determined responsibility.

(2) The notice of non-compliance filed with the San Benito County Recorder shall include a copy of the applicable notice as an attachment.

(D) *Notice of compliance.*

(1) Upon completion of all work to abate a nuisance, including securing of permits where required, and payment of all abatement costs and/or administrative penalties imposed pursuant to this chapter, the enforcing officer may record a notice of compliance with the San Benito County Recorder and shall notify the owner(s) of such action.

(E) *Notice of pendency.*

(1) Whenever the city institutes a judicial action or proceeding to enforce a land use ordinance, a notice of pendency of the action or proceeding may be filed with the San Benito County Recorder's Office. The notice of pendency may be filed at the time of the commencement of the action or proceeding and upon recordation of the notice of pendency, shall have the same effect as a notice recorded in compliance with the Cal. Code of Civil Procedure, §§ 405.20 *et seq.*, as amended.

(2) Upon motion of a party to the judicial action or proceeding, the notice of pendency may be vacated upon an appropriate showing of need therefore by an order of a judge of the court in which the action or proceeding is pending.

13-1-500 Administrative Hearing.

(A) If the enforcing officer determines that all violations have been timely corrected, the enforcing officer may clear the notice and no hearing shall be required.

(B) The City Council may delegate its authority to conduct the administrative proceedings set forth in this section to the City Hearing Officer appointed by the City Manager pursuant to §2-7-130(C) of the San Juan Bautista Municipal Code, as amended. The Hearing Officer shall have full authority and duty to preside over hearings in the manner set forth in §2-7-140 of the San Juan Bautista Municipal Code.

(C) *Administrative hearing and recommended decision.* Pursuant to California law, and §2-7-140 of the San Juan Bautista Municipal Code, the City Hearing Officer shall hold an administrative hearing as follows:

(1) A hearing shall be held within 30 days of the city's receipt of a written request for an administrative hearing, unless the parties agree otherwise, and the city shall provide notice of the time, date, and location of the hearing. Hearings may be held virtually at the election of the city.

(2) At the hearing, the City Hearing Officer shall determine:

(a) With respect to a notice of violation:

1. Whether the conditions existing on the property constitute a nuisance under this chapter;

2. Whether to impose, modify, or disapprove, in whole or in part, any proposed administrative penalties; and

3. Whether the enforcing officer may record any notices.

(b) With respect to a notice to abate:

1. Whether the conditions existing on the property constitute a nuisance under this article;

2. Whether there is any other good cause why those conditions should not be abated;

3. Whether the hearing officer should impose, modify, or disapprove, in whole or in part, any proposed administrative penalties; and

4. Whether the hearing officer should permit the enforcing officer to record any notices.

(c) With respect to post-deprivation notices:

1. Whether the conditions existing on the property constitute a nuisance under this chapter;

2. Whether the conditions existing on the property constituted an immediate threat the public health, safety, and/or welfare such that the alternative procedures set forth in this chapter would not have resulted in abatement of the nuisance within a short enough period of time to avoid said threat;

3. Whether the Hearing Officer should impose, modify, or disapprove, in whole or in part, any proposed administrative penalties; and

4. Whether the means of abatement were reasonable.

(d) With respect to stop work notices.

1. Whether the conditions existing on the property constitute a nuisance under this article;

2. Whether the hearing officer should impose, modify, or disapprove, in whole or in part, any proposed administrative penalties.

(e) With respect to a notice of refusal to issue permits:

1. Whether the conditions existing on the property constitute a nuisance under this chapter.

(3) At the hearing, the responsible parties shall be given an opportunity to present and elicit testimony and other relevant evidence. Failure of the responsible parties to appear and present evidence at the hearing shall be deemed a withdrawal of the request for hearing or a waiver of the right to be personally present at the hearing, and shall constitute a failure to exhaust administrative remedies.

(4) In the event that the responsible parties do not appear and present evidence at the hearing, the City Hearing Officer may base its recommended decision solely upon the evidence submitted by the enforcing officer.

(5) Any hearing conducted pursuant to this article need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The City Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(6) The standard of proof shall be by a preponderance of the evidence and the burden of proof to establish the existence of the nuisance shall be borne by the enforcing official. The burden of proof that the nuisance has been abated shall be borne by the responsible parties.

(7) The City Hearing Officer may continue the hearing from time to time. Prior to a scheduled hearing, the enforcing officer or the responsible parties may submit a written request for continuance to the city hearing officer. The City Hearing Officer shall issue his or her determination by any means likely to provide notice to the parties at the soonest time possible. In the event the request for continuance is granted, the city hearing officer shall also provide the date and time for the rescheduled hearing.

(8) The City Hearing Officer shall consider the matter de novo.

(9) After the hearing, the City Hearing Officer shall issue a recommended decision in the form of a resolution which shall be served in any manner agreed upon by the parties. If no manner is agreed upon, then service shall be by first class mail, postage prepaid, to, or personally served upon, all parties appearing at the hearing and any other parties upon whom the notice was served.

(D) The City Council shall review the following for all recommended decisions from the City Hearing Officer as follows:

(1) The city manager shall promptly present the recommended decision to the City Council. The City Council may adopt the recommendation without further notice of hearing, or may set the matter for a de novo hearing before the City Council.

(2) In the event that the City Council sets the matter for de novo hearing, such hearing shall be held in accordance with the provisions of this section.

(3) The decision of the City Council shall become effective upon issuance thereof and shall be served by first class mail, postage prepaid, or personally served upon, all parties appearing at the hearing and any other parties upon whom the notice was served. Service shall be deemed to have been completed upon personal service and/or the deposit of said decision, postage prepaid, in the United States mail.

(4) The decision of the City Council shall be final and conclusive.

13-1-510 Enforcement of Abatement Order.

(A) Any responsible party may abate the nuisance or cause it to be abated at any time prior to commencement of abatement by, or at the direction of, the enforcing officer. Such abatement by any responsible party shall not impair the enforcing officer's ability to impose any administrative penalty accrued prior to such abatement.

(B) Notwithstanding the foregoing, whenever the enforcing officer becomes aware that a responsible party has failed to abate any nuisance within 14 calendar days of the date of service of the decision of the City Council requiring such abatement, or such other time specified by the City Council, the enforcing officer may enter upon the property and abate the nuisance by city personnel, or by private contractor under the direction of the enforcing officer. The enforcing officer may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the City Manager or City Council, as applicable, prior to commencement of work. Nothing herein shall be construed to require that any private contract under this code be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California.

(C) The costs of abatement and administrative costs for every abatement carried out under this section may be recovered in accordance with this chapter.

13-1-520 Liability for Abatement Costs and/or Administrative Penalties; Interest.

(A) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each responsible party who causes, permits, suffers, or maintains the nuisance to exist shall be personally liable for:

(1) All costs incurred by the city, including, but not limited to, abatement costs, including administrative costs, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this article, whether those costs are incurred prior to, during, or following enactment of this article. In addition, the prevailing party shall be entitled to a recovery of the reasonable attorneys' fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the city elects, at the initiation of that action or proceeding, to seek recovery of its own attorneys' fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding;

(2) Any administrative penalty imposed pursuant to this article. In the event that an administrative penalty is imposed pursuant to this article on two or more responsible parties for the same violation, all such responsible parties shall be jointly and severally liable for the full amount of the administrative penalty imposed. Payment of administrative penalties imposed pursuant to this article does not excuse or discharge any continuation or repeated occurrence of the violation. Payment of the administrative

penalty does not bar the city from taking any other enforcement action regarding a violation that is not corrected.

(B) Interest shall accrue on all amounts due under this article, from the effective date of the City Council's' Decision, as set forth in §13-1-500, to the date paid pursuant to the laws applicable to civil money judgments.

(C) At such time as the information becomes known, the enforcing officer shall make a demand for abatement costs and/or accrued administrative penalty by issuing an invoice in accordance with §13-1-470 to the responsible parties.

(D) Whenever the amount of abatement costs, including administrative costs, incurred by the city to abate the nuisance, or the amount of any administrative penalty imposed pursuant to this article has not been satisfied in full within 30 calendar days after service of the invoice, and/or has not been timely appealed to the Superior Court in accordance with Cal. Gov't Code § 53069.4(b), or if appealed, such appeal has been dismissed or denied, all or any part of, this obligation may constitute a lien against the real property on which the violation occurred in accordance with the procedures set forth in §§13-1-530 and 13-1-540.

(E) In addition to any other remedy, the city may prosecute a civil action through the City Attorney to collect any costs incurred to abate the nuisance and/or any administrative penalty imposed pursuant to this chapter.

13-1-530 Lien Hearing.

At such time as an invoice for abatement costs and/or administrative penalties due and has not timely been paid:

(A) The enforcing officer shall prepare and present a written report of abatement costs and/or administrative penalties ("report") to the City Council stating, as applicable:

(1) For each abatement carried out, an account of the abatement costs, including costs of administration; and/or

(2) For each accrued administrative penalty, the amount of delinquent administrative penalty.

(B) Upon receipt of the report, the city shall serve a written notice of a lien hearing regarding the report, along with a copy of the invoice upon the responsible parties.

(C) At the time and date set for the lien hearing, the City Council shall meet to review and consider the report and any protests or objections to it, and determine whether the amounts owed shall be assessed against such parcel or otherwise attempted to be collected from the owner(s) of such parcel.

(D) At the conclusion of the lien hearing, the City Council may make such modifications in the report as it deems necessary and thereafter shall adopt a resolution confirming, modifying, or discharging the lien amount. As part of the resolution, the City Council may order that all or any part of the cost to abate the nuisance pursuant to this article, including the administrative costs, as confirmed by the City Council be placed upon the county tax roll by the San Benito County Auditor as special assessments

against the respective parcels of land, or placed on the unsecured roll, pursuant to Cal. Gov't Code §38772.1; provided, however, that the abatement costs, including the cost of administration, as finally determined, shall not be placed on the tax roll if paid in full prior to entry of said costs on the tax roll.

(E) The liens provided herein shall have no force and effect until recorded with the San Benito County Recorder. The city may cause notices of abatement lien and/or notices of administrative penalty lien to be recorded against the respective parcels of real property pursuant to Cal. Gov't Code §38773.1. Upon recordation, the city shall serve, in the manner set forth in §13-1-480, a copy of the recorded notice(s).

(F) Within 30 calendar days following the City Council's adoption of a resolution imposing a lien, the city will file the judgment lien in the San Benito County Recorder's Office.

(G) Once recorded, any costs or penalties not specially assessed by the City Council pursuant to this section shall have the same force and effect and priority of a judgment lien governed by the provisions of Cal. Code of Civil Procedure § 697.340, and may be extended as provided in Cal. Code of Civil Procedure §§ 683.110 to 683.220, inclusive.

(H) Interest shall accrue on the principal amount of any lien remaining unsatisfied pursuant to the law applicable to civil money judgments.

(I) Once the city receives full payment for outstanding principal, penalties, and costs, the city will record a notice of satisfaction. A fee shall be paid by the responsible parties for processing the notice of satisfaction. This notice of satisfaction will cancel the city's lien under this section.

(J) The lien may be foreclosed and the real property sold, by the filing of a complaint for foreclosure in a court of competent jurisdiction, and the issuance of a judgment to foreclose. There shall be no right to trial by jury. The city shall be entitled to its attorneys' fees and costs.

13-1-540 Alternative Lien Hearing Procedure.

If a City Hearing Officer has been appointed in accordance with §2-7-130(C) of the code, the city hearing officer is authorized to conduct the hearing required under §13-1-530 and shall prepare a recommended decision and resolution for the City Council pursuant to Cal. Gov't Code §§38773.1. The recommended decision and resolution shall include any proposed modifications to the report. The Hearing Officer shall promptly submit that recommendation and the administrative record to the city staff, who shall promptly present it to the City Council. The City Council may adopt the recommended decision and resolution without further notice of hearing, or may set the matter for a de novo hearing before the City Council. In the event that the City Council sets the matter for de novo hearing, such hearing shall be held in accordance with the provisions of §13-1-530.

13-1-550 Enforcement by Civil Action.

As an alternative to any other procedure set forth in this article, the city may abate any nuisance described in this chapter by the prosecution of a civil action through the City

Attorney, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this chapter or requiring compliance with other terms. In addition to any other remedy provided by law or equity, the court in such an action may appoint a receiver for the property upon which the violation is occurring, pursuant to Cal. Code of Civil Procedure, § 564, who shall be authorized to take such actions as may be necessary to remedy and remove the violation.

13-1-560 Refusal to Issue Permits.

(A) No department, commission or employee of the City of San Juan Bautista vested with the duty or authority to issue or approve permits, licenses or other entitlements shall do so when there is an outstanding violation, including, but not limited to, a failure to abate a nuisance as described in this article within 14 calendar days of the date of service of the decision of the City Council requiring abatement, or such other time specified by the City Council, involving the real property to which the pending application pertains.

(B) The authority to deny shall apply whether the applicant was the occupant or owner of record at the time of such violation or whether the applicant is either the current occupant or owner of record or a vendor of the current owner of record pursuant to a contract of sale of the real property, with or without actual or constructive knowledge of the violation at the time he or she acquired his or her interest in such real property.

(C) Upon recordation of Notice of violation or notice to abate, all departments, commissions, and/or employees shall refuse to issue permits, licenses, or entitlements involving the premises except those necessary to abate such violation.

(D) Written notice of the refusal to issue identified in §13-1-470 shall be served upon the applicant in accordance with §13-1-480.

(E) The enforcing officer may waive the provisions of this section regarding refusal to issue if he or she determines such waiver to be required to allow necessary or desirable remedial, protective or preventative work.

13-1-570 Transfer of Title, Interest, or Possession.

(A) It shall be unlawful for the owner of any real property to sell, transfer, mortgage, lease, or otherwise dispose of any real property knowing there is a notice issued by the enforcing officer in accordance with §13-1-470 involving that real property until the violations are corrected or until such owner first furnishes the grantee, transferee, mortgagee, or lessee with a true copy of any such notice and shall furnish to the enforcing officer a signed and notarized statement from the grantee, transferee, mortgage, or lessee acknowledging the receipt of a true copy of such notice and fully accepting the responsibility without condition for making the corrections or repairs required by such documents or stating intentions to timely challenge such notice. Failure to provide notice as required in this section is a misdemeanor. The transfer of ownership in violation of this section shall not abrogate the transfer.

(B) Upon transfer of any property with a violation on file indicating the property is unsafe, dangerous or otherwise not habitable, the new owner shall not occupy or use the property until the enforcing officer expressly authorizes such occupation or use.

13-1-580 Remedies Cumulative.

All remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law.

13-1-590 Severability.

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

City of San Juan Bautista
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of San Juan Bautista will hold a public hearing concerning the proposed adoption of an ordinance, which would revise title 13 “violations” of the San Juan Bautista municipal code by repealing and replacing article 4, entitled “noticed abatement procedure,” and article 5 entitled “emergency nuisance abatement procedure” of chapter 13.1 “enforcement” by adoption of an ordinance entitled “alternative public nuisance abatement procedures and remedies”; and repealing article 4, with the ordinances to go into effect on October 19, 2023.

Date of Hearing: Tuesday, September 19, 2023
Time of Hearing: 6:00 PM or as soon thereafter as possible
Location of Hearing: City Council Chambers
311 2nd Street
San Juan Bautista, CA 95045

Purpose of the Proposed Ordinances: The City Council, in an effort to streamline the regulations for the abatement of public nuisance and to improve on existing processes and procedures provided now by the San Juan Bautista Municipal Code (“the Code”), has determined to repeal and replace Article 4 of Chapter 13.1 “Enforcement” of Title 13 “Violations” of the Code with “Exhibit A,” consisting of 21 pages, entitled “Alternative Public Nuisance Abatement Procedures and Remedies”.

The ordinance would revise title 13 “violations” of the Code by repealing and replacing article 4 “noticed abatement procedure” and article 5 “emergency nuisance abatement procedure” of chapter 13.1 “enforcement” by adoption of an ordinance entitled “alternative public nuisance abatement procedures and remedies.”

The ordinances were introduced on August 15, 2023, and will be considered for adoption on September 19, 2023, to be effective starting on October 19, 2023.

Invitation to be Heard: All interested persons are invited to the public hearing to be heard in favor or in opposition to the proposed action. In addition, written comments may be submitted to the City Clerk before the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or written correspondence delivered to the City of San Juan Bautista prior to or at the public hearing.

Copies of the full text of the ordinance proposed for adoption, is on file at the office of the City Clerk and available for public inspection and review at the City Hall, 311 2nd Street, San Juan Bautista, CA 95045. For further information related to this subject, you may contact Mr. Don Reynolds, City Manager, City of San Juan Bautista, (831) 623-4661.

Elizabeth Soto
Deputy City Clerk