



City of San Juan Bautista

The “City of History”

www.san-juan-bautista.ca.us

**CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 17, 2023, 5:00 P.M.**

HYBRID MEETING

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

AGENDA

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

Receive public communications from the audience on Closed session items. The City Council will recess to closed session pursuant to:

- a. **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.

3. PROCLAMATION

- A. 2023 Philanthropist of the Year
- B. National Hispanic Heritage Month, September 15 – October 15, 2023

4. PRESENTATION

- A. Hazel Hawkins Memorial Hospital Update

5. INTRODUCTION

- A. Introduction of Recreation Assistant Caitlin Brady.

6. 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.

7. INFORMATIONAL ITEMS AND REPORTS

- A. Treasurer's Report and Monthly Financial Statements
Receive Report from City Treasurer Michelle Sabathia
- B. Reports from City Council Representatives to Regional Organizations and Committees
- C. 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.
- D. City Manager's Report
 - a. Fire Department Update
 - b. Sheriff Department Update

8. 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.
- D. Adopt 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." (*Second Reading*)
- E. Approve a **RESOLUTION** changing the Location of the Public Art Installation at San Juan Bautista Library.
- F. Authorize the City Manager to Reject the Claim of Kazuko Kurasaki and Kurt Kurasaki.
- G. Approve the Minutes of the Regular Meeting of September 19, 2023.

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. 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.

B. Agreement with National Main Street Centers

Recommendation: Approve a **RESOLUTION** Authorizing the City Manager to Execute a Professional Services Agreement with National Main Street Center to Complete a Community Assessment and Transformation Strategy.

C. Notice of Intention to Amend the General Plan by Accepting Urban Growth Boundary Ad Hoc Committee Recommended Sphere of Influence, Urban Growth Boundary, and Planning Area

Recommendation: Approve a Resolution Accepting the Urban Growth Boundary/Sphere of Influence Committee's Recommendation; State the Intention to Amend the 2035 General Plan; and Direct the Urban Growth Boundary AdHoc Committee to work with San Benito County to establish a Planning Area and related Memorandum of Agreement/Understanding.

D. Fill a Vacancy on the Planning Commission / Historic Resources Board

Recommendation: Receive feedback from the Ad-Hoc Committee, and direct the City Council to
a) Re-direct the Ad-Hoc Committee to interview the candidates together; b) Appoint a new Ad-Hoc Committee; c) Consider re-opening the application process for one position on the Planning Commission/HRB.

10. DISCUSSION ITEMS

- A. First Steps in Considering and Establishing a Golf Cart/NeV Transportation Plan in San Juan Bautista
- B. Third Street Parklet Status
- C. Status of Safety Consideration for State Highway 156 During Construction

11. 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, October 13, 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***



~ 2023 Philanthropist of the Year, Heidi Balz ~

WHEREAS, Philanthropic organizations are responsible for enhancing the quality of life of people and voluntary associations that are formed to address societal needs are an integral part of American society; and

WHEREAS, in recognition of the role played by the uniquely American tradition of philanthropy, the City of San Juan Bautista would like to honor and nominate **Heidi** as the **2023 Philanthropist of the Year**; and

WHEREAS, **Heidi Balz** is committed to serving the community by cleaning and refreshing the Community Corner with plants and maintenance, and updating, thematic seasonal displays; and

WHEREAS, **Heidi** takes the time to beautify the community by, removing unsightly signs and handbills that are taped to empty storefronts and stapled to historic buildings; and

WHEREAS, **Heidi** updates and distributes the community event calendar promoting the City.

NOW, THEREFORE, we the San Juan Bautista City Council, do hereby recognize **Heidi Balz** for her commitment to the betterment of the community through random acts of kindness and urge all residents to support **HEIDI BALZ** as the **“Philanthropist of the Year for 2023”**.

Dated this 17 day of October 2023.

Leslie Q. Jordan, Mayor

John Freeman, Mayor Pro Tem

Scott Freels, Councilmember

Jackie Morris-Lopez, Councilmember

EJ Sabathia, Councilmember

***San Juan Bautista
California***



~ National Hispanic Heritage Month, September 15-October 15, 2023 ~

WHEREAS, in the U.S. the Hispanic population reached 63.6 million in 2022, up from 50.5 million in 2010; and

WHEREAS, The more than 15 million Hispanics that call California home are foundational to California's identity, success and future; and

WHEREAS, During Hispanic Heritage Month, the City of San Juan Bautista recognize the countless contributions of Hispanics to our city, county, state and nation throughout every chapter of our history, and their central role in our continued growth and prosperity; and

WHEREAS, Each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures and contributions of American residents whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

WHEREAS, Hispanics are California's largest ethnic group, with diverse roots throughout the Americas, Indigenous communities of Latin America and Africa, and beyond; and

WHEREAS, Generations of Hispanics have helped shape our society, economy, culture and values since our state's beginnings; and

WHEREAS, the City of San Juan Bautista knows that diversity is our strength, and that our city is better off when all of our communities have the opportunity to thrive.

NOW, THEREFORE, I, Mayor Jordan, on behalf of the San Juan Bautista City Council do hereby proclaims ***SEPTEMBER 15-OCTOBER 15, 2023*** as "***NATIONAL HISPANIC HERITAGE MONTH***" and encourage residents to honor and celebrate the contributions of Hispanic communities to the San Juan Bautista story throughout the centuries and for generations to come.

Dated this 17 day of October 2023

Mayor Leslie Q. Jordan



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Dom Zanger
District No. 1

Kollin Kosmicki
District No. 2

Mindy Sotelo
District No. 3
Chair

Angela Curro
District No. 4
Vice-Chair

Bea Gonzales
District No. 5

Item Number: 2.1

MEETING DATE: 10/24/2023

DEPARTMENT: BOARD OF SUPERVISORS

AGENDA ITEM PREPARER: Dulce Alonso

DEPT HEAD/DIRECTOR: Ray Espinosa

SUBJECT:

BOARD OF SUPERVISORS

Receive a report from ECG on Hazel Hawkins Memorial Hospital (HHMH) and an update on discussions with Salinas Valley Health, discuss the possibility of submission of a non-binding Letter of Intent (LOI) to HHMH in partnership with various stakeholders and direct consultants to present at external stakeholders meetings, and if desired, delegate authority to the County Administrative Officer to sign a LOI. SBC FILE NUMBER: 156

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Hazel Hawkins Memorial Hospital (HHMH), established in 1907, is the only licensed general Acute Care Hospital Currently operating with Critical Access Hospital Designation in the County of San Benito. The San Benito Health Care District, formed in 1958, operates according to the Health and Safety Code, section 32000-32492. The District is governed by a five-member Board of Directors elected to serve four years. A Chief Executive Officer is responsible for administrative services and heads the District's staff team. The District office is located in the City of Hollister and is primarily funded by charges of services, property taxes, investments, grants, and other contributions. District boundaries are almost countywide, excluding a tiny portion of Aromas in the northwest area of the County and the Bitterwater area far south of the County.

Hospitals are:

- A cornerstone of modern healthcare systems.
- Playing a vital role in safeguarding public health.
- Providing medical care.
- Advancing medical knowledge.
- Contributing to the overall well-being of communities.

Their importance extends far beyond individual patient care, impacting society at large. In San Benito County, only one hospital provides those vital services. The board of supervisors understands the importance and critical of the hospital's continued success.

CURRENT SITUATION:

The San Benito County Health Care District is currently in Chapter 9 bankruptcy, approved and authorized by the District Board on May 22, 2023. District Board continues to focus on financial and operational viability and an accelerated search for a partner or buyer in light of ongoing developments.

At the Board meeting on June 27, 2024, the board approved the creation of the Health Care/Hazel Hawkins ad hoc and appointed Supervisors Curro and Gonzales. They also approved ratifying a non-disclosure agreement with the San Benito Healthcare District at the same meeting. ("District") to explore potential options for working together for the District, the County, and Salinas Valley Health.

On August 3, 2024, The San Benito Health Care District (District) and (HHMH) announced that they received a Letter of Intent (LOI) from American Advanced Management (AAM), paving the way for discussions regarding a strategic partnership.

On August 8, 2023, the County Board of Supervisors approved a contract with ECG to prepare an assessment of HHMH, develop strategic considerations associated with various scenarios, and develop an executive summary of the financial and strategic impact of the systems.

On August 24, 2023, the State Department of Health Care Access announced that HHMH was awarded a 10 million loan as part of California's Distressed Hospital Loan Program.

ECG will be providing an update on their findings and sharing their recommendations.

RESOLUTION OR ORDINANCE NEEDED FOR THIS ITEM:

No

CONTRACT NEEDED FOR THIS ITEM:

No

CONTRACT AND RFP HISTORY:

N/A

LAST CONTRACT AMOUNT OR N/A:

N/A

STATE IF THIS IS A NEW CONTRACT/ HOW MANY PAST AMENDED CONTRACTS/ OR N/A:

N/A

STRATEGIC PLAN GOALS: 1. Operational Development & Excellence

Yes

STRATEGIC PLAN GOALS: 2. Planning And Sustainable Growth

Yes

STRATEGIC PLAN GOALS: 3. Technology

Yes

STRATEGIC PLAN GOALS: 4. Community Engagement

Yes

STRATEGIC PLAN GOALS: 5. Health & Safe Community

Yes

BUDGETED:

N/A

BUDGET ADJUSTMENT NEEDED:

No

SOURCE OF FUNDING:

N/A

UNFUNDED MANDATE:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

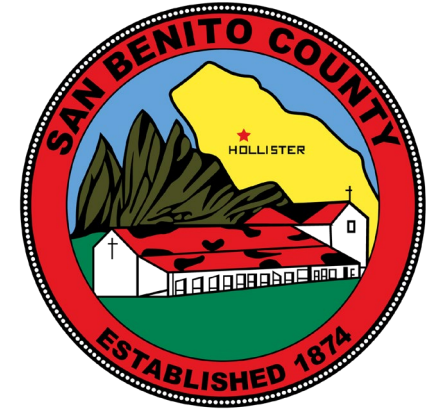
N/A

STAFF RECOMMENDATION:

1. Receive a report from ECG on Hazel Hawkins Memorial Hospital (HHMH) and an update on discussions with Salinas Valley Health, discuss the possibility of submission of a non-binding Letter of Intent (LOI) to HHMH, in partnership with various stakeholders,
2. Direct consultants to present at external stakeholders meetings, and
3. If desired, delegate authority to the County Administrative Officer to sign a LOI.

ATTACHMENTS:

[Press Release SBHCD Receives Letter of Intent from American Advanced Management Inc. Hazel Hawkins Memorial Hospital Report](#)



Hazel Hawkins Memorial Hospital Assessment

Final Report

San Benito County

September 29, 2023

Thank You.

County of San Benito Board of Supervisors,

Thank you very much for engaging ECG for the crucial task of conducting this Hazel Hawkins Memorial Hospital viability assessment. We are grateful to have the opportunity to collaborate with you to help ensure the best possible outcome for the community. Your dedication and support throughout this process was greatly appreciated.

Best,
ECG Management Consultants

Contents

1. ECG / Engagement Overview
2. HHMH Overview
3. Market Assessment / Forecast
4. Physician / Medical Staff Assessment
5. Financial Analysis
6. Strategic Direction for HHMH
7. County Recommendation
8. Next Steps

ECG / Engagement Overview

Firm Overview: ECG Management Consultants

ECG is a national consulting firm exclusively dedicated to providing healthcare consulting services.

STRATEGY

Improving competitive position through high-impact initiatives

FINANCE

Applying analytic rigor and business insights to achieve strong financial performance

OPERATIONS

Ensuring processes and care delivery models are effective and efficient

TECHNOLOGY

Enabling technology to support an organization's strategic, operational, and financial goals



ECG Named Top Provider of Value-Based Care Consulting Services in a 2021 *Best in KLAS* Report



9 offices nationwide

17

of the 20 *U.S. News & World Report's* Best Hospitals Honor Roll awardees are recent ECG clients.

50 years in operation

6

of the 10 *U.S. News & World Report's* Best Children's Hospitals Honor Roll awardees are recent ECG clients.

235 consultants

80%

of our engagements result in requests for additional services.

Firm Overview: ECG Management Consultants *(continued)*



17 of 20

Hospitals on *U.S. News & World Report's*
Best Hospitals Honor Roll

ECG provides healthcare consulting services to hospitals and health systems, physicians, children’s hospitals, academic medical centers, ambulatory surgery centers, and payers.

Who We Work With



MEMORIAL
HEALTH SYSTEM



Salem Health[®]
Hospitals & Clinics



National Institutes of Health
Turning Discovery Into Health

10 of 10

Top NIH-Funded Research Institutions

UW Medicine
SCHOOL OF MEDICINE

UCSF

marinhealth_™



THE UNIVERSITY OF
KANSAS HEALTH SYSTEM



Cleveland
Clinic

CarleHealth

uchealth



Stanford
HEALTH CARE

MDAnderson
~~Cancer~~ Network[™]



RUSH UNIVERSITY
MEDICAL CENTER



OPTUM[™]

Children's
Hospital
LOS ANGELES

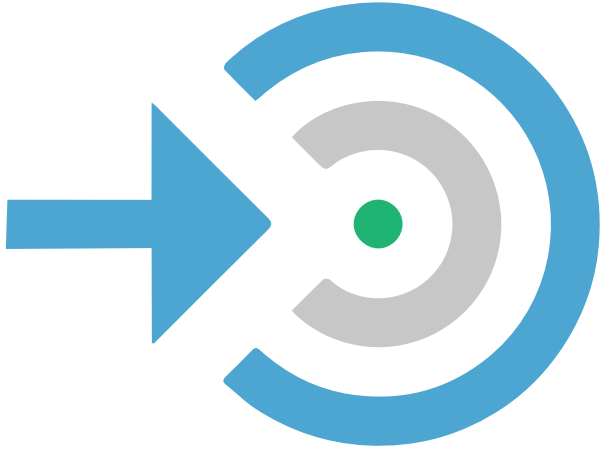


OSF HEALTHCARE

85 of 100

Becker's Hospital Review's 100 Great Hospitals

Engagement Objectives



- Examination of both strategic and financial implications of alternative options for HHMH.
- Summary financial analysis of HHMH's ongoing financial feasibility.
- Scenarios to consider implementing to attain the requisite level of financial performance.

Process Steps

- 1 Completion of a market assessment to analyze population demographics, inpatient use rate, and out-migration/market share. Inclusive of market projections.
- 2 Financial analysis inclusive of a financial model/projection, Acute vs. SNF financial analysis, expense benchmarking, and key ratio analysis.
- 3 Medical staff research and analysis of provider need in the market.
- 4 Presentation of preliminary findings to County leadership, along with a site visit to Hazel Hawkins to ask additional questions and complete a facility tour.
- 5 Analysis of strategic options for San Benito County, inclusive of case study presentations relating to transactions for other California hospitals.

HHMH Overview

Hazel Hawkins Memorial Hospital: Overview



Metrics - 2022	Acute	SNF
Licensed Beds	25	119
Available Beds (% Occupancy)	25 (57%)	111 (74%)
Discharges	2,321	186
Patient Days	5,216	30,044
Average Length of Stay (Days)	2.3	161.5
Average Daily Census	14.3	82.3
Emergency Visits	23,594	-
Total Surgeries/GI Procedures	1,919	-
Births	412	-
Total Operating Revenue (2023)	\$112,170,168	\$25,923,845
Operating Income (2023)	(\$5,434,282)	\$4,116,152

Pros

San Benito County is a growing market (2.5% CAGR, '19-'22)

For a critical access hospital, HHMH has a comprehensive service offering

The organization has a 100+ year history of being a community pillar

Obstacles

- Challenging payer mix heavily reliant on Medi-Cal
- Significant patient out-migration (57%)
- Lack of a stable medical staff with staffing shortages, difficult recruitment
- Future seismic compliance concerns and needed equipment upgrades
- Liquidity concerns, specifically DCOH

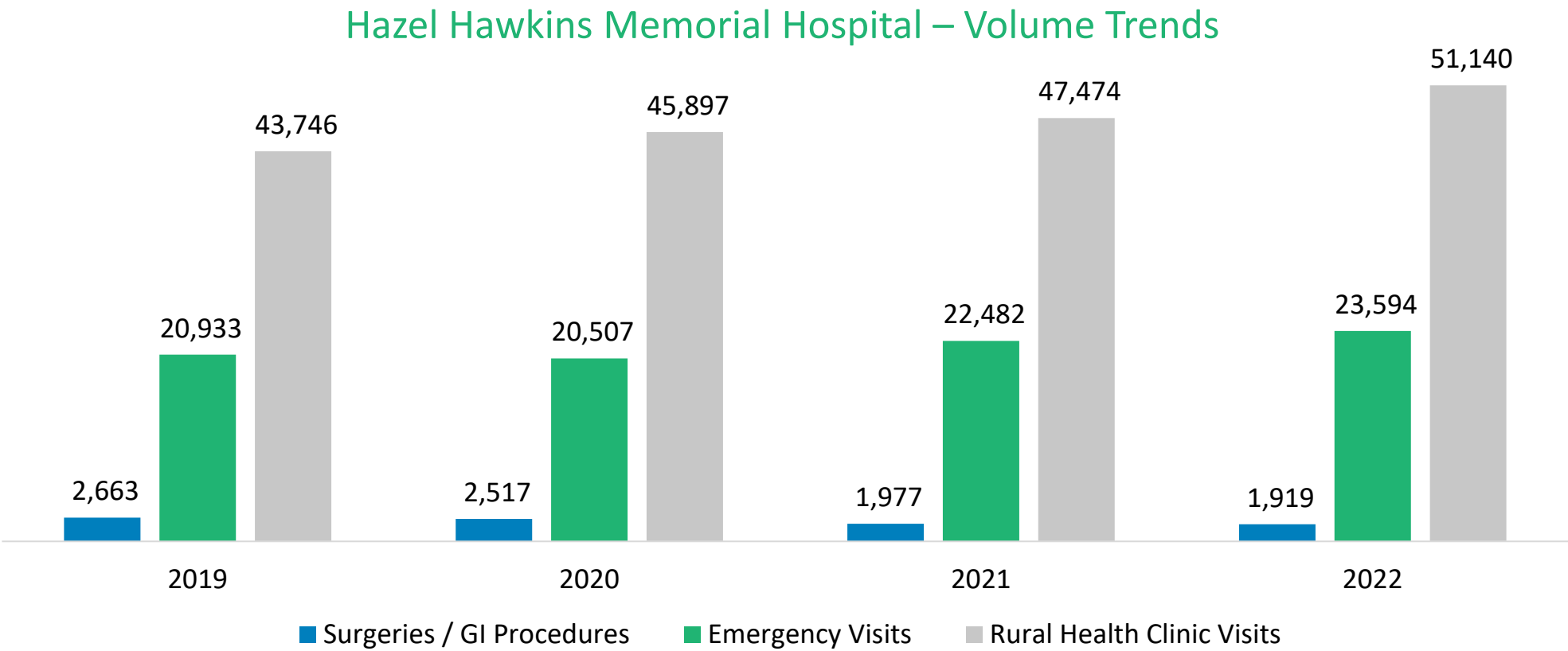
Summary

- Hazel Hawkins Memorial Hospital is located in Hollister, CA and has served the community for 100+ years. The organization became a critical access hospital in March of 2020.
- The organization consists of five rural clinics, two specialty centers, a home health agency, four satellite lab/draw stations, and two SNFs.
- In May of 2023, the San Benito Health Care District board of directors voted to file for Chapter 9 bankruptcy.
- Hazel Hawkins has 40 providers on its active medical staff, none of which are employed.

Sources: (1) Organization website (2) Publicly available financial/metric data (3) HCAI (4) Interviews with HHMH leadership (5) US Census Bureau population data

Hazel Hawkins Memorial Hospital: ED Visits, Surgeries, and Rural Health Clinic Visits

While emergency and rural health clinic visits have steadily increased in recent years, surgery volume has dropped over 25% since 2019.



Source: (1) Publicly available financial data

Hazel Hawkins Memorial Hospital: Site Visit Conclusions

- 1** The physical facilities ECG toured during the site visit were impressive and of higher quality than ECG expected to see at a financially struggling small hospital. Improving and expanding healthcare buildings appear to not be an immediate need. Over the long-term, regulatory building code seismic compliance will need to be completed, but that is not an immediate concern.
- 2** The original hospital building is not seismic compliant, and management has looked at a full range of potential solutions to address the issue. More recent significant investment in the inpatient hospital facilities were made with the addition of the Women's Health Center. The first floor LDRPs and birth facilities are modern, clean, and very well-sized. ECG was told that investment was made for the entire Women's Health Center building to comply with current inpatient seismic codes and the second floor can be reconfigured to accommodate 30 inpatient beds and the third floor is a shell floor to accommodate another 30 inpatient beds – 60 new seismically compliant inpatient beds if so desired. This is a significant investment that taxpayers have already made into HHMH.
- 3** HHMH management outlined the need for more immediate infrastructure/equipment upgrades, specifically citing the outdated nature of their lab analyzer, CT and MRI machines, boiler, and air handler, etc. The hospital's EMR was another issue management stated needed to be addressed. These will require more immediate financial investments.
- 4** According to management, physicians think favorably of the hospital culture and enjoy practicing at Hazel Hawkins and ask that the culture not be disrupted or changed. No physicians are currently employed, but management has cited providers wanting to keep their 1099 status and not wanting employment. While a positive organizational culture is important, ECG believes that more important is building a medical staff that routinely uses the hospital, refer patients to the hospital, and practices at the hospital to serve the community needs and to support the financial sustainability of the hospital. Currently, approximately 57% of people leave the county for hospital services and half of all new births occur out of the county.

Market Assessment / Forecast

Market Assessment: Key Conclusions

Population is growing and utilizes healthcare services at a higher rate than state averages

- **San Benito County has grown at a rate that is nearly 3% higher than that of the state of California.**
- San Benito County's inpatient use rate (85 discharges per 1,000) in 2021 exceeds the 2021 California rate (79). Higher utilization could be linked to an array of factors that includes the population having less managed care, health care access issues, and over-admitting of patients.

Hazel Hawkins Hospital has a 43% inpatient market share. The majority of patients leave the county for care and care is fragmented across hospitals.

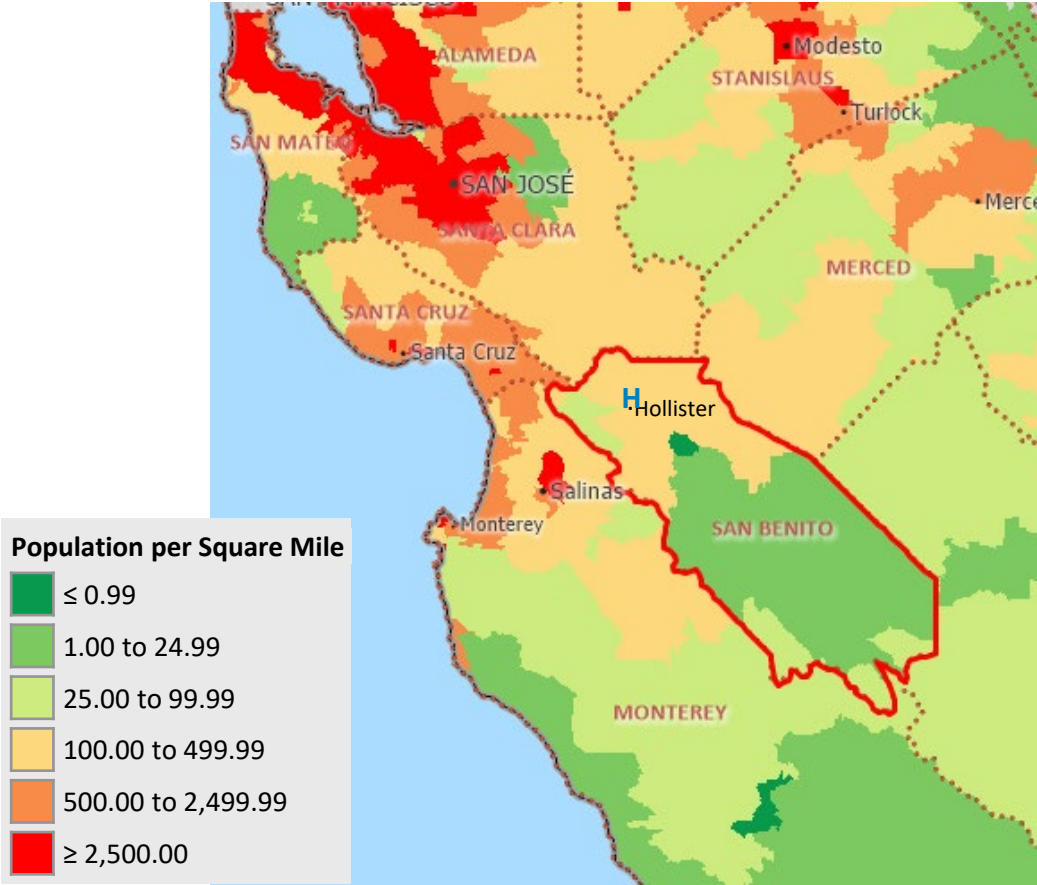
- **Only 43% of all San Benito County residents are admitted at Hazel Hawkins.** The remaining 57% of patients leave the County for inpatient healthcare.
- **The majority of San Benito County residents seek inpatient care across six hospitals across the region** - Good Samaritan-San Jose (9%) and Salinas Valley (6%) are leading choices.

County-wide need for basic core services has been increasing and are needed at Hazel Hawkins – Obstetric Delivery, Emergency, Surgery, and Medicine

- Based on the growing population, younger families, and elderly residents, demand for health care services continues to increase.
- Currently, **less than half of the over 800 babies in the County are born at Hazel Hawkins.** With the growing number of families entering the County, we estimate in a few years births will increase to 1,000 per year.
- HHMH has busy emergency services (23,594 visits in 2022), but low admissions, suggesting that patients are seeking high amounts of primary care in the ER.

Demographics: Overview

From 2019-2022, San Benito County has grown at a rate more than 2.5% higher than that of Monterey County and the State of California, a trend ECG expects to continue.



- Compared to the state of California, San Benito County has a younger population and an annual median household income of over \$10,000 higher than the state and Monterey County.
- Lower than average elderly population impacts the need for healthcare services.
- San Benito County, as a largely rural region, has a relatively low population density, with no zip codes in the county having a population density of more than 500 people per square mile.

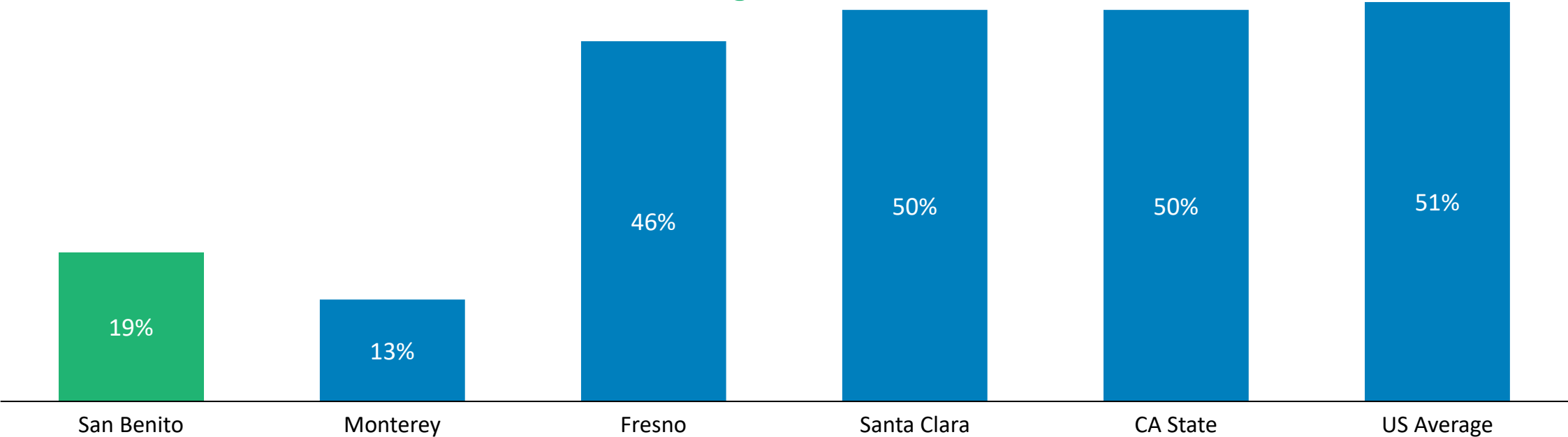
Demographic Statistic	San Benito County	Monterey County	CA State
Population (2019)	63,147	424,022	39,725,146
Population (2022)	65,703	430,845	40,499,250
Population CAGR (2019-2022)	2.47%	(0.04%)	(0.35%)
Median Age (2021)	35.4	35.4	37.6
65+ Population (2022. % of Total)	13.5%	15.2%	15.8%
Median Household Income	\$95,606	\$82,013	\$84,097

Sources: (1) Maptitude (2) US Census Bureau

Payer: Medicare Advantage Enrollment

Only 19% of eligible Medicare recipients in San Benito are enrolled in a Medicare Advantage (MA) plan. These MA plans pay hospitals significantly lower rates than traditional Medicare. MA plans negate the positive financial benefit of being a critical access hospital, such as Hazel Hawkins.

Medicare Advantage Penetration Rate by Market, August 2023

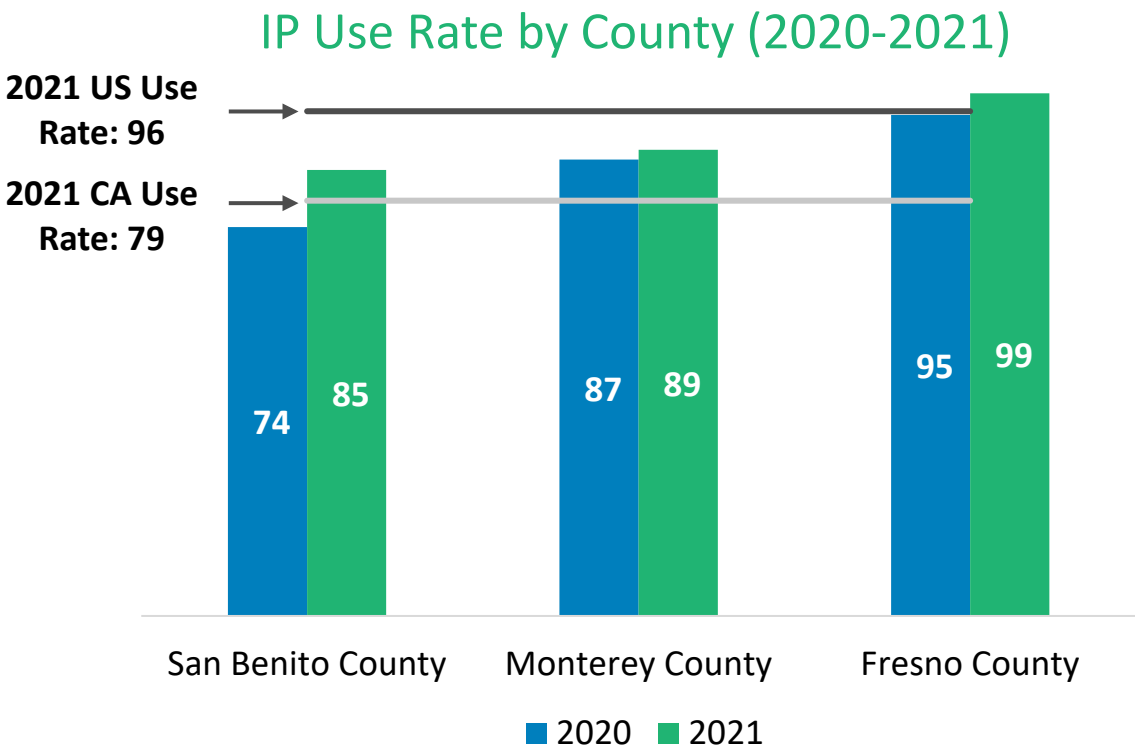


Across the U.S today, it is not uncommon that least 50% of eligible Medicare recipients choose a Medicare Advantage plan which typically pay significantly lower reimbursement that traditional Medicare.

Source: (1) CMS.gov Monthly MA Enrollment

Market: Inpatient Use Rate per 1,000 Persons

Following a post-pandemic recovery in the use rate in 2021, San Benito County’s inpatient use rate is more aligned with Monterey County and Fresno County. However, the utilization of healthcare services in this region is higher than state averages, where in many areas the population is more highly managed.



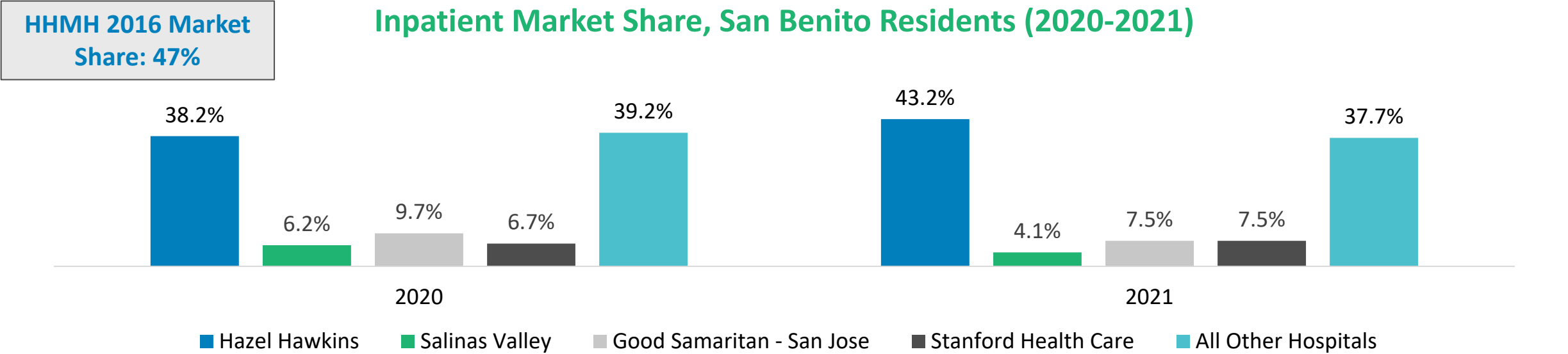
Key Conclusions

- The inpatient use rate in San Benito County increased ~15% from 2020 to 2021
- San Benito County’s inpatient use rate in 2021 exceeds the 2021 California rate of 79, nearing the US 2021 use rate of 96 with unmanaged populations.
- Population in other markets in California have higher rates of managed care, where patient care is more closely monitored.
- Also, high use rates such as these in CA may indicate over-admitting of patients, particularly with San Benito’s younger than average population

Sources: (1) State of California HCAI data (2) US Census Bureau population data (3) Kaiser Family Foundation

Market: San Benito County Inpatient Market Share and Volume Trends

Today, HHMH's inpatient market share is 43.2%. The majority (57%) of San Benito County residents that require inpatient care leave the county for hospitalization. HHMH's current market share has been increasing but has not yet reached the 47% it was in 2016.



Patient Discharges Year	Hazel Hawkins	Salinas Valley	Good Samaritan	Stanford	All Other	Total
2020 Inpatient Discharges	1,823	298	461	321	1,871	4,773
2021 Inpatient Discharges	2,446	232	422	422	2,134	5,656

Source: (1) State of California HCAI data

Market: Inpatient Out-Migration Patterns

Over 39% of San Benito residents seek inpatient care in Santa Clara County, with around 15% of inpatient cases going to Stanford or Good Samaritan.

Inpatient Out-Migration (2021): Hospitals with over 3% Market Share of San Benito Resident Cases

	Inpatient Cases	Percentage of Total
Santa Clara County		
Stanford Health Care	422	7.5%
Good Samaritan Hospital – San Jose	422	7.5%
Kaiser Foundation Hospital – San Jose	350	6.2%
St. Louise Regional Hospital	323	5.7%
All Other Hospitals	<u>699</u>	<u>12.4%</u>
Subtotal, Santa Clara County	2,216	39.2%
Monterey County		
Salinas Valley Memorial Hospital	232	4.1%
Community Hospital of the Monterey Peninsula	169	3.0%
All Other Hospitals	<u>126</u>	<u>2.2%</u>
Subtotal, Monterey County	661	9.3%
All Other Counties		
All Other Hospitals	<u>467</u>	<u>8.3%</u>
Total Out-Migration	3,210	56.8%

Source: (1) State of California HCAI data

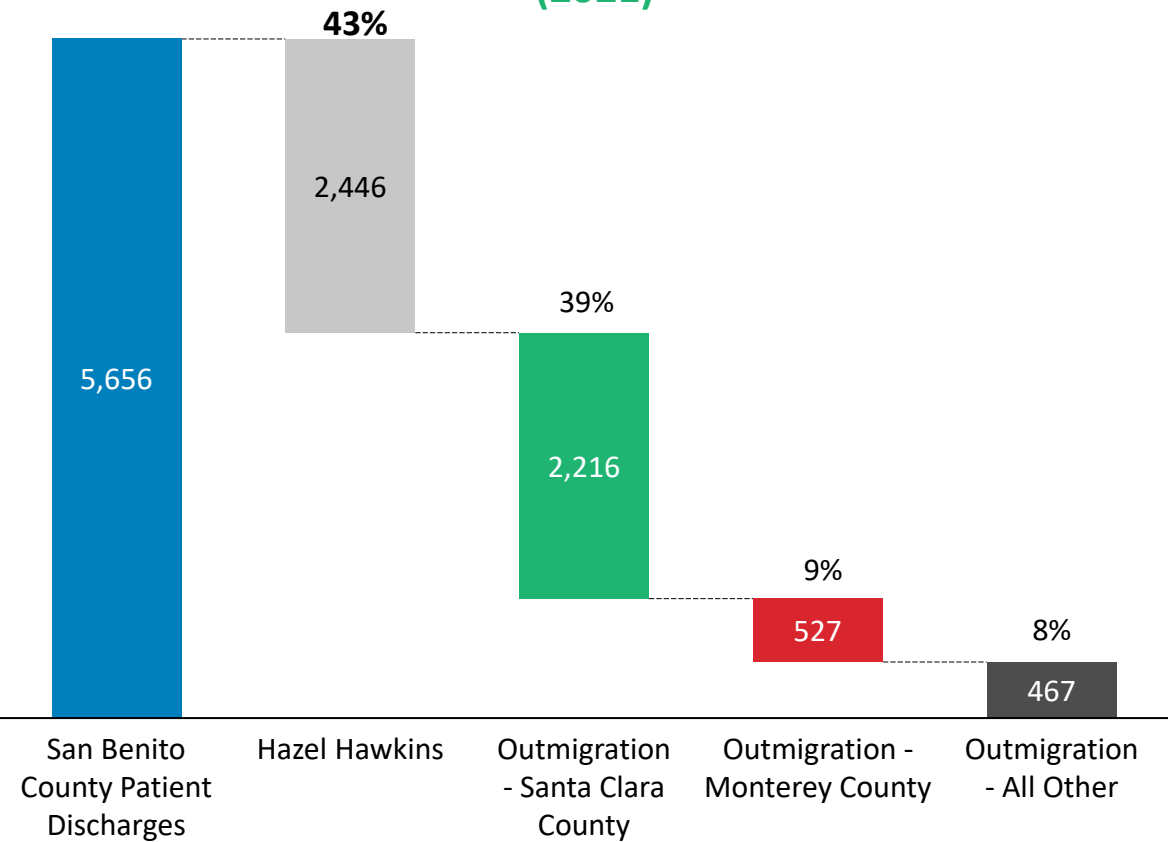
FINAL REPORT

DISCLAIMER: ECG requested additional data from HHMH that was not made available during the time of the study. Some data provided was covered under an NDA and is not included in this report. Conclusions are based on a review of publicly available data and ECG's experience in the healthcare field.

Market: Inpatient Out-Migration Patterns

Of the total 5,656 inpatient discharges from San Benito County, almost 40% are leaving San Benito County and going to Santa Clara County. The remaining patients go to Monterey County and other surrounding regions.

Inpatient Discharges of Patients Living in San Benito County (2021)



Top 5 Out-migration Inpatient Discharge Destinations (2021)

Facility	Out-migration Discharges (2021)	San Benito Discharge Market Share
Stanford Health Care	422	7%
Good Samaritan Hospital – San Jose	422	7%
Kaiser Foundation Hospital – San Jose	350	6%
St. Louise Regional Hospital	323	6%
Salinas Valley Memorial Hospital	232	4%
All Other	1,461	26%

Source: (1) State of California HCAI data

Inpatient Use Rate per 1,000 Persons Forecast - 2027

If the population of San Benito County continues to increase at levels consistent with recent years, the need for inpatient care is expected to increase even if inpatient use rate declines -- **by 500 to 1,200 more discharges.**

San Benito County – IP Use Rate Projection Scenario Analysis¹

	2021	2022 (Forec.)	2023 (Forec.)	2024 (Forec.)	2025 (Forec.)	2026 (Forec.)	2027 (Forec.)
Scenario One – (1%) IP Use Rate Growth	84.8	84.0	83.1	82.3	81.5	80.7	79.9
Scenario One – Projected IP Discharges	5,656	5,675	5,758	5,841	5,926	6,012	6,099
Scenario Two – 0% IP Use Rate Growth	84.8	84.8	84.8	84.8	84.8	84.8	84.8
Scenario Two – Projected IP Discharges	5,656	5,733	5,874	6,020	6,169	6,322	6,478
Scenario Three – 1% IP Use Rate Growth	84.8	85.7	86.5	87.4	88.3	89.2	90.0
Scenario Three – Projected IP Discharges	5,656	5,790	5,993	6,202	6,420	6,644	6,877

Expected increased volume of inpatient discharges creates additional opportunity for Hazel Hawkins. To capitalize on this opportunity, the organization must have a stable provider base and ample beds to serve the patient population.

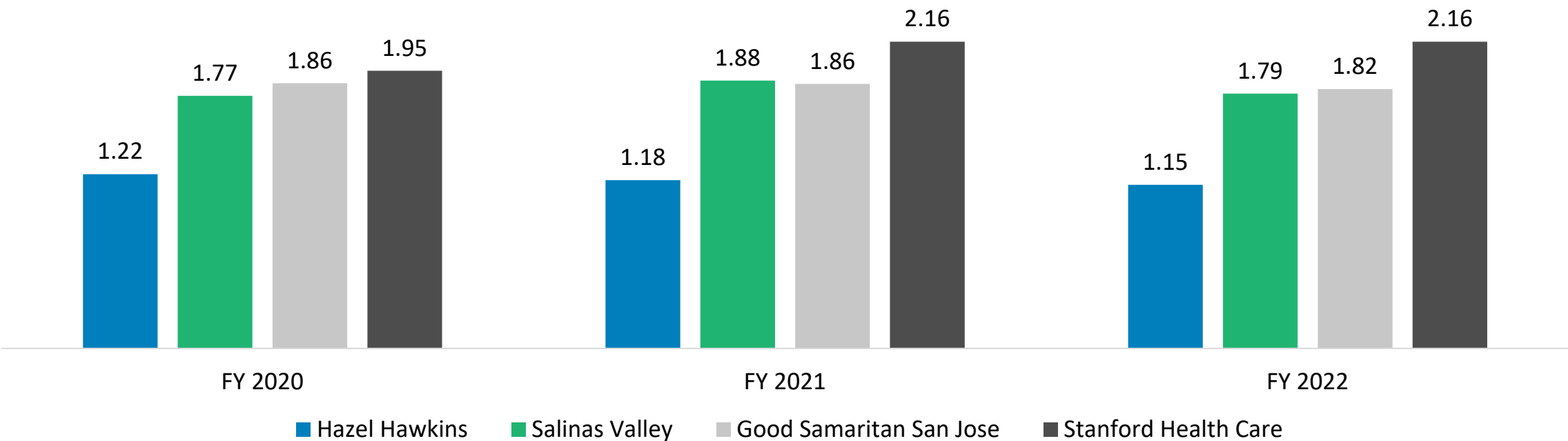
¹ Assumes annual population growth of 2.5% annually, consistent with the average annual growth rate from 2020-2022.

Sources: (1) HCAI data (2) US Census Bureau

Market: Clinical Complexity

From FY2020 – FY2022, Hazel Hawkins’ case mix index, an indicator of acuity, was significantly lower than that of its competitors as both higher acuity and lower acuity cases are leaving the county. It is not unreasonable that HHMH has a lower case mix given its size.

Inpatient CMI Comparison: HHMH versus Competitors

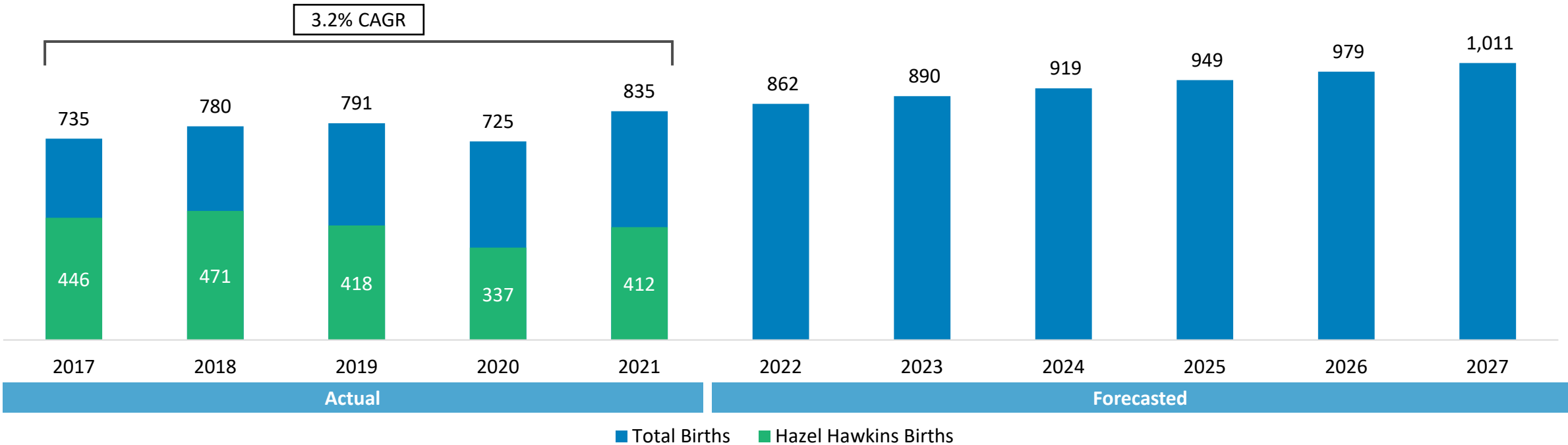


Source: (1) American Hospital Directory – based on Medicare IPPS claims data

Market: San Benito County Births

From 2017 to 2021, births in San Benito County grew at a compound annual growth rate (CAGR) of 3.2%. Using this rate to forecast births, ECG estimates over 1,000 birth will occur by 2027. In 2021, Hazel Hawkins delivered 412 births, 49% of the San Benito County total. Births tend to be a routine service for a community hospital, HHMH market share of births is low compared to the clinical capability available and the facilities available at the hospital.

San Benito County – Projected Births



Sources: (1) California Health and Human Services (2) HCAI

Physician / Medical Staff Assessment

Medical Staff Assessment: Key Conclusions

Market Provider Shortage

- Based on an analysis of providers in the market and data available based on population projections, ECG believes **a provider shortage exists today, and is forecasted to be significant in the future for both specialists and primary care providers. The forecasted market need in 2027** excluding hospital-based providers is **estimated at 60-73 by ECG. This creates an estimated shortage of 22-35 providers, consisting of:**
 - **Primary Care: 6-11 Providers**
 - **Surgical Specialties: 7-10 Providers**
 - **Medical Specialties: 7-10 Providers**
 - **Obstetrics/Gynecology: 2-4 Providers**
- **The need for a stable physician base and an increased number of providers will be amplified by retirements in the coming years.**

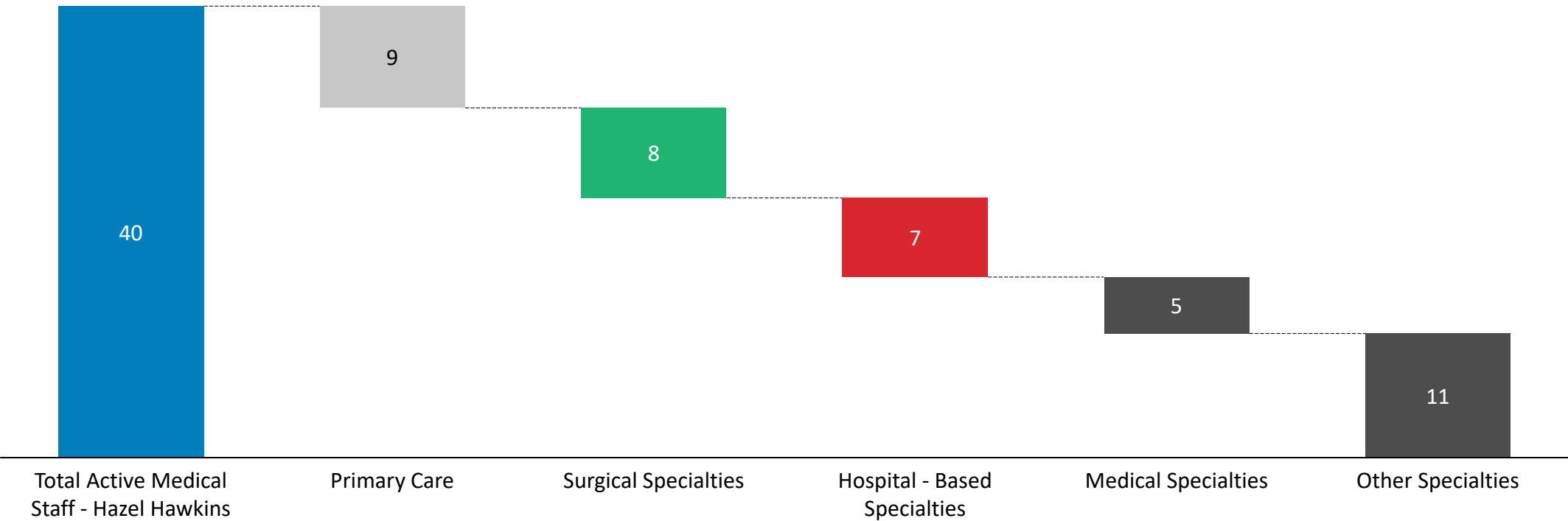
Hazel Hawkins' Past and Current Physician Strategy Is Not Realistic

- The current physician strategy at Hazel Hawkins is to not employ physicians and use a “1099 model” to staff physicians in the rural clinics and attempt to recruit new providers to the community into independent practice. This is resulting in many providers working part-time in Hollister and the other time in communities north of San Benito County. In ECG’s view, this does not take into account the realities of rural / small town medical practice in 2023.
- District hospitals in California have alternative models (e.g., 1206B Clinics) to employ physicians and allied providers to build solid, committed, self-perpetuating medical communities in smaller communities and more rural areas.
- On-going financial subsidies will be required, but without a change in physician strategy, it is unlikely HHMH’s situation will improve.

Medical Staff Assessment: Providers at Hazel Hawkins

Hazel Hawkins’ medical staff consists of 40 providers, led by 9 primary care providers. Primary Care and Surgical specialties make up 43% of the active medical staff. This is an incredibly small number of physicians having hospital privileges for a region of 65,000 people.

Hazel Hawkins Providers by Specialty Grouping



Medical Staff Assessment: Market Provider Need¹

Based on population growth projections and a preexisting provider shortage, ECG estimates a shortage of 22-35 providers by 2027.

Provider Supply Attributes



By 2027, ECG expects San Benito County to have a need for 60-73 providers, 22-35 providers less than the projected supply in 2027.



Projected medical and surgical specialist shortages in 2027 across all major specialty groupings are significant across the market.



Access issues proliferate as many of these providers are employed by Kaiser Permanente

Provider Shortages – Stark Service Area

Specialty Grouping	2027 Estimated Need	Estimated 2027 Provider Shortage
Primary Care	25-30	6-11
Surgical Specialties	15-18	7-10
Medical Specialties	15-18	7-10
OB/GYN	5-7	2-4
Total (Excl. Hospital - Based)	60-73	22-35

Key medical and surgical specialties with high provider need include: Obstetrics/Gynecology, Orthopedic Surgery, Cardiology, and Hematology/Oncology.

¹ Hospital-based providers are excluded from the analysis. Provider need is adjusted downward 15% to account for Kaiser’s presence in the market

Sources: (1) Claritas (2) AAMC, AMA, Hicks & Glenn, Solucient, Goodman, Longshore & Simmons, Mulhausen Group Practice, Kaiser, and 1990 GMENAC

Medical Staff Assessment: Employment Through 1206(b)

District hospitals, which are exempt from California Health and Safety Code Section 1206, are legally permitted to employ physicians. By employing physicians, provider organization are able to improve care coordination and better recruit, retain, and financially support physicians and other allied health providers.

1206(b) Employment

“Any clinic directly conducted, maintained, or operated by the United States or by any of its departments, officers, or agencies, and any primary care clinic specified in subdivision (a) of Section 1204 that is directly conducted, maintained, **or operated by this state or by any of its political subdivisions or districts, or by any city.**”

Implications for Hazel Hawkins

- Hazel Hawkins can help fill this provider access gap by creating an employed model to bring more providers to San Benito County.
- By employing physicians, providers are offered a more stable employment option and enhanced benefit offerings.
- Hazel Hawkins benefits by having more consistent staffing models, expanded access, keeping care more local and integrated care.

Financial Analysis

Financial Analysis: Key Conclusions

Improved Financial Standing, Tax Subsidy Needed

SBHCD has experienced **financial improvement since 2017, with operating income improving by nearly \$2M from 2017 to 2023**, and net income improving by over \$3M in the same period. Despite the improvement, **operating income remains negative, with tax revenue needed to create positive net income.**

Liquidity Continues To Be An Issue

The hospital's diminishing cash position has hindered its ability to get ahead of infrastructure updates, maintenance, and equipment upgrades as well as contribute to the hospital's pension obligation.

Future Expense Saving Opportunity is Minimal

Expense benchmarking analysis shows that **minimal opportunity exists for significant expense reductions**, as HHMH is lean compared to other critical access hospitals, especially those in the Western region, on a per unit of service basis as it relates to supplies and net wages. Some potential for expense savings exists within professional fees and employee benefits, **but overall, their small-scale means reducing expenses only works if entire clinical programs are discontinued.**

Financial Sustainability is Wholly Dependent on Growth of Services

Without significant changes, ECG expects HHMH's income from operations to remain negative in the coming years. A path to financial stability will require a combination of continued outside funding, increased clinical volume, higher revenue growth per adjusted patient day. If expense growth outpaces volume/revenue growth in the future, HHMH will quickly see negative EBIDAs again.

Financial Analysis: 2023 Acute vs. SNF Financials

Despite the acute facility being 83% of total operating revenue, the two skilled nursing facilities (SNF) are significantly more profitable. SNF net income is \$4.4M while the acute hospital net income is (\$2.3M). Neither the acute hospital, nor the SNF are operating at full capacity.

Line Item	2023 Acute Hospital	2023 Skilled Nursing Facility	Combined	Acute Hospital % Total	Skilled Nursing % of Total
Net Patient Service Revenue	\$112,170,168	\$25,923,845	\$138,094,013	81%	19%
Other Operating Revenue	15,924,011	-	15,924,011	100%	0%
Total Operating Revenue	128,094,179	25,923,845	154,018,024	83%	17%
Total Operating Expenses	133,528,461	21,807,693	155,336,154	86%	14%
Operating Income	(\$5,434,282)	\$4,116,152	(\$1,318,130)	n/m	n/m
<i>Operating Margin</i>	<i>(4.2%)</i>	<i>15.9%</i>	<i>-</i>	<i>-</i>	<i>-</i>
Non-Operating Revenue ¹	\$3,103,362	\$256,752	\$3,360,114	92%	8%
Net Income	(\$2,330,920)	\$4,372,904	\$2,041,984	(114%)	214%
Operating EBIDA	(\$1,710,509)	\$4,589,412	\$2,878,903	(59%)	159%
EBIDA	\$1,392,853	\$4,846,164	\$6,239,017	22%	78%

¹ Non-operating revenue consists of district tax revenue (majority), investment income, interest expense, grants & contributions, and other.

Source: (1) HHMH internally prepared financials as of June 30, 2023.

FINAL REPORT

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Financial Viability: Historical Financial Position - Combined

The financial standing of HHMH has improved in nearly every category since 2017. The hospital's operating income has been negative, in recent years, with non-operating revenue (largely district taxes) providing the positive net income.

Line Item	2017	2021	2022	2023	'21-'23 CAGR	2017 vs. 2023 Var.
Net Patient Service Revenue	\$105,931,706	\$129,750,912	\$138,327,019	\$138,094,013	3.2%	\$31,162,307
Other Operating Revenue	5,061,563	8,546,588	8,267,252	15,924,011	36.5%	10,862,448
Total Operating Revenue	110,993,269	138,297,500	146,594,271	154,018,024	5.5%	43,024,755
Total Operating Expenses	113,918,856	141,869,134	147,323,392	155,040,475	4.5%	41,121,619
Operating Income	(\$2,925,587)	(\$3,571,634)	(\$729,121)	(\$1,022,451)	(46.5%)	\$1,903,136
<i>Operating Margin</i>	<i>(2.6%)</i>	<i>(2.6%)</i>	<i>(0.5%)</i>	<i>(0.7%)</i>	<i>(49.3%)</i>	<i>2.0%</i>
Non-Operating Revenue ¹	\$1,830,430	\$3,871,688	\$3,364,643	\$3,060,512	(11.1%)	\$1,230,082
Net Income	(\$1,095,157)	\$300,054	\$2,653,522	\$2,038,061	160.6%	\$3,133,218
Operating EBIDA	\$2,105,031	\$432,899	\$3,019,975	\$2,874,982	157.7%	\$769,951
EBIDA	\$5,987,045	\$5,964,103	\$7,913,140	\$6,235,095	2.2%	\$248,050

¹ Non-operating revenue consists of district tax revenue (majority), investment income, interest expense, grants & contributions, and other.

Sources: (1) SBHCD Audited Financials (2) HHMH internally prepared financials as of June 30, 2023.

Financial Viability: Expense Benchmarking

HHMH’s expenses per adjusted patient day in employee benefits and professional fees exceed the medians of other critical access hospitals and 0-25 bed hospitals in the Western region. However, HHMH’s salaries and wages, net labor expense, supplies, and purchased services are below median benchmarks.

Expense Per APD	2023 Actual	Median – All CAHs	Variance to Median	Median – 0-25 Bed West	Variance to Median
Salaries & Wages	\$451	\$689	(\$238)	\$1,312	(\$861)
Employee Benefits	\$273	\$137	\$136	\$233	\$41
Labor Expense	\$724	\$803	(\$102)	\$1,574	(\$849)
Professional Fees	\$161	\$73	\$88	\$149	\$11
Supplies	\$112	\$175	(\$62)	\$283	(\$170)
Purchased services & repairs	\$115	\$120	(\$4)	\$145	(\$30)
All Other	n/m	n/m	n/m	n/m	n/m

Key Conclusions

- HHMH’s salaries and wages expense is favorable to the median of all critical access hospitals on a per unit basis. When looking at 0-25 bed hospitals in the West region, this favorable variance is significantly amplified.
- The hospital’s employee benefits expense is unfavorable to both medians, largely due to their benefits plan. Though HHMH is unfavorable to median in both employee benefits and professional fees, minimal opportunity exists for improvement.

Sources: (1) HHMH internally prepared financials as of June 30, 2023 (2) 2023 Medians – Critical access hospitals and 0-25 bed West region hospitals.

Financial Viability: Financial Forecasting Methodology

ECG created a dynamic, flexible financial forecasting model to look out at future financial performance of both the skilled nursing and acute facilities under various growth and steady-state scenarios. Our overall purpose is to advise the County on the level of difficulty to bring HHMH to a financially sustainable level.

- **Model Flexibility**

- Within the model, ECG separated out the acute facility and skilled nursing facilities to separately forecast their financial performance. The model created contains customizability to adjust discharges, average length of stay, CMI adjustment factor, and revenue growth per adjusted patient day. In addition, expenses can be forecasted at varying levels of inflation in addition to a per unit basis.

- **Scenario Analysis – ECG analyzed the following scenarios:**

- **SNF Capacity Case:** The skilled nursing facilities were forecasted assuming the facilities reached capacity by year two.
- **Acute Base Case:** An acute base case was developed for the acute facility, assuming no major differences in performance in years one through five from current performance, outside of continued expense inflation in labor and supplies.
- **Acute Moderate Growth Care:** ECG also analyzed acute financials assuming moderate discharge growth of 5% annually in years one through five.
- **Capital Spending** – ECG assumed no new capital expenditures or investment in a physician strategy.

Financial Viability: Forecasting Assumptions

SNF - Capacity Case Assumptions

- **Discharges**
 - 5% increase Y1 & Y2 to reach facility capacity, 0% increase Y3-5
- **Revenue**
 - 1% annual growth in revenue per adjusted patient day
- **Expenses**
 - Salaries and supplies growth on a per unit basis, with an added 2% inflation rate for salaries and 4% for supplies. Benefits projected at 67% of revenue, consistent with 2023 results
 - 2% inflation rate for building and equipment rent and other operating expenses
 - 4% inflation rate for registry and purchased services expense
- **Average Length of Stay (ALOS)**
 - Assuming 128.0 SNF ALOS

Acute - Base Case Assumptions

- **Discharges**
 - 1% increase in years 1-5. Estimated total year 5 discharges (acute and SNF) of 2,523
- **Revenue**
 - 2% annual growth in revenue per adjusted patient day
- **Expenses**
 - Salaries and supplies growth on a per unit basis, with an added 2% inflation rate for salaries and 4% for supplies. Benefits projected at 59% of revenue, consistent with 2023 results
 - 2% inflation rate for building and equipment rent and other operating expenses
 - 4% inflation rate for registry and purchased services expense
- **Average Length of Stay (ALOS)**
 - Assuming 3.0 Acute ALOS

Acute - Moderate Growth Case Assumptions

- **Discharges**
 - 5% increase in years 1-5. Estimated year 5 discharges (acute and SNF) of 3,003
- **Revenue**
 - 2% annual growth in revenue per adjusted patient day
- **Expenses**
 - Salaries and supplies growth on a per unit basis, with an added 2% inflation rate for salaries and 4% for supplies. Benefits projected at 59% of revenue, consistent with 2023 results
 - 2% inflation rate for building and equipment rent and other operating expenses
 - 4% inflation rate for registry and purchased services expense
- **Average Length of Stay (ALOS)**
 - Assuming 3.0 Acute ALOS

Financial Viability: Skilled Nursing Facilities Capacity Projection

HHMH’s skilled nursing facility is highly profitable, and nearing capacity. Being able to bring the facilities to capacity will add profitability, with rising expenses leveling out net income once capacity is reached beyond year two.

Line Item	2023 Actual	Year 5
Net Patient Service Revenue	\$25,923,845	\$30,038,813
Other Operating Revenue	-	
Total Operating Revenue	25,923,845	30,038,813
Total Operating Expenses	21,807,694	26,494,801
Operating Income	\$4,116,151	\$3,544,012
<i>Operating Margin</i>	<i>15.9%</i>	<i>11.8%</i>
Non-Operating Revenue ¹	\$256,752	\$350,000
Net Income	\$4,372,903	\$3,894,012
Operating EBIDA	\$4,589,411	\$4,017,272
EBIDA – SNF	\$4,846,163	\$4,367,272

Key Conclusions

- ECG has assumed the Skilled Nursing Facilities reach capacity in two years, with staffing and supplies expenses increasing in conjunction with the increase in volume.
- Once the facilities reach capacity in year three and no further growth is attainable, margin will continue to erode with rising expenses unless there are payer mix changes or payer increases in the future.
- Skilled nursing remains a profitable, necessary service at Hazel Hawkins, substantially assisting with its financial sustainability.

¹ Non-operating revenue consists of district tax revenue (majority), and other.

Sources: (1) HHMH internally prepared financials as of June 30, 2023.

Financial Viability: Acute Facility Financial Projection

Through volume growth, Hazel Hawkins has the opportunity to obtain financial stability. Without growth, expense inflation is likely to continue driving down financial results.

Line Item	2023 Actual	2025 Projected Acute Base Case	2025 Projected Acute Growth Case
Net Patient Service Revenue	\$112,170,168	\$130,155,098	\$158,052,297
Other Operating Revenue	15,924,011	15,924,011	15,924,011
Total Operating Revenue	128,094,179	146,079,109	173,976,308
Total Operating Expenses	133,228,860	157,337,895	179,086,186
Operating Income	(\$5,134,681)	(\$11,258,785)	(\$5,109,878)
<i>Operating Margin</i>	<i>(4.0%)</i>	<i>(7.7%)</i>	<i>(2.9%)</i>
Non-Operating Revenue ¹	\$2,803,762	\$4,050,000	\$4,050,000
Net Income	(\$2,330,919)	(\$7,208,785)	(\$1,059,878)
Operating EBIDA	(\$1,710,509)	(\$7,834,613)	(\$1,685,706)
EBIDA – Acute	\$1,392,854	(\$3,484,613)	\$2,664,294
EBIDA – Acute + SNF	\$6,239,017	\$882,659	\$7,031,566

¹ Non-operating revenue consists of district tax revenue (majority), and other.

Source: (1) HHMH internally prepared financials as of June 30, 2023.

FINAL REPORT

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Key Conclusions

- Without growth, the financial standing of the acute facility is not sustainable, leading to an EBIDA that ECG forecasts to go negative in the coming years.
- However, moderate growth can be a path to financial stability. ECG estimates that an increase of 500-600 inpatient acute discharges, approximately 1.5 additional discharges per day, would significantly improve the financials of the acute facility. Based on 2021 inpatient discharges in the market, this increase in discharges would equate to an increase in market share from approximately 43% to approximately 53% for the SNF and acute facility.
- Note that these projected increases are before the organization has invested in any physician growth.

Strategic Direction for HHMH

Strategic Direction for HHMH: Key Conclusions

- 1 A community hospital in this growing market, with taxpayer support and relatively good facilities, can be successful and does not need to be in bankruptcy or be sold to a for-profit provider. A future path must be about growth of services, which inherently is about growth of the medical staff.

- 2 As district hospitals are permitted to employ physicians under California Health and Safety Code 1206(b), HHMH can build a solid and more integrated medical community. An employed model has the following community benefits:
 - Ability to recruit providers to San Benito County by offering a more stable employment option at HHMH with improved benefits.
 - More consistent staffing models at Hazel Hawkins and an increased level of care coordination/integration that keeps care more local. Hazel Hawkins can focus on recruiting providers in high need specialties.
 - Enhanced access and quality of care
 - This option will require investment and on-going funding to support stable and competitive salaries for the medical community.

- 3 Over the next 3 to 5 years, support HHMH with working capital to begin the development of a stable, committed, medical group to resolve critical infrastructure issues as they arise. Seismic and long-term facility capital issues can be planned for, but building the medical group and stabilizing key clinical services needs to be the top priority.

- 4 Work with other tertiary health systems to seek clinical partnerships particularly in Cancer, Cardiac, Neurology, and Obstetrics that support appropriate care delivered and the integrated transfer of patients that need higher levels of acute care.

- 5 As more taxpayer funds are needed to restore HHMH, a broader community-based governance option and new administrative leadership is required.

County Recommendation

County Recommendation: Strategic Options

- 1 Joint Powers Authority (JPA):** Opportunity exists for the county to support a JPA with broader governance (independent community board) between the County of San Benito, the City of Hollister, and San Benito Healthcare District. If more taxpayer funds are required, then broader joint powers are reasonable.

- 2 Management Services Agreement (MSA) and New Hospital Governing Board:** The new JPA has the opportunity to support a management agreement to bring in an experienced and successful management team to run Hazel Hawkins. It needs to be a team, not just an individual. We also recommend that the new JPA establish a new hospital governing board of 9 to 11 local citizens to oversee this new phase of HHMH, additionally this new board can include some physicians and we recommend some regional healthcare experts.

- 3 Provide Funding to HHMH:** San Benito County and the City of Hollister have the option to provide an on-going credit line at a low interest rate. HHMH will need these funds to invest in a physician growth strategy and to respond to immediate emergency infrastructure needs. Major facility upgrades and seismic compliance can be planned for but will need to be delayed.

County Next Steps

NEXT STEPS



- Solicit public input on the future of Hazel Hawkins Memorial Hospital
- Create a business plan
- Estimate strategic working capital need over the next five years



PRESS RELEASE

Media Contact: Marcus Young 415-505-2524
Or marcus@wearejsa.com

SAN BENITO HEALTH CARE DISTRICT RECEIVES LETTER OF INTENT FOR HAZEL HAWKINS MEMORIAL HOSPITAL

August 3, 2023 – Hollister, Calif. – The San Benito Health Care District (District) and Hazel Hawkins Memorial Hospital (HHMH) announced today that they received a Letter of Intent (LOI) from American Advanced Management (AAM) paving the way for discussions regarding a strategic partnership. AAM, which currently operates 6 hospitals and numerous other medical facilities across the state, is pleased to offer its initial LOI, and feels HHMH and the District are perfectly aligned with its business and healthcare delivery models.

As presented, the LOI proposes AAM to “lease to own” assets of the District for several years prior to purchasing them outright while maintaining the same level of high quality medical care to the residents of San Benito County. AAM looks forward to working with the local medical staff to bring needed additional specialties and services to HHMH. Identified areas such as Cardiology and inpatient dialysis will help HHMH keep more patients local.

The LOI comes after months of effort by the District and HHMH to stabilize its finances. While those efforts have proven fruitful, finding a partner or buyer was the only way to ensure that San Benito County residents have access to quality healthcare services for the long term.



"When we started this process in December, our goals were simple: do all we can to stabilize the finances of the district while maintaining quality healthcare for the community; find a partner or buyer who understood the unique needs of our community; and find a partner who possessed the resources to guarantee a continuum of care delivery for the future needs of our County. AAM fits with that mission," said Mary Casillas, interim CEO for Hazel Hawkins.

"We founded AAM on the principal belief that every community deserves access to lifesaving medical care," said Doctor Gurpreet Singh. "Rural communities across the state, and the nation, are at high risk of losing access to quality healthcare. It's why we have focused on this model for AAM and why we feel we are a great fit for residents of San Benito County."

The LOI represents the first step in a detailed and public process. The District Board will consider the LOI at its upcoming meeting and will need to complete its due diligence and negotiate additional terms for this potential partnership. Ultimately, any agreement reached by the parties must be approved by the Board and the voters.

About AAM

American Advanced Management originated in 2012 with the opening of its pilot hospital; Central Valley Specialty, a General Acute Care Specialty Hospital in Modesto, California. We've taken our passion for preserving and restoring care to underserved populations and expanded consistently throughout our network. AAM was the first company in California to revive a rural hospital following bankruptcy and closure. AAM utilizes a scalable, cost-effective shared services platform with flexibility to accommodate each market we operate in. To learn more visit www.americanam.org.

Treasurer's Report
For the Two Month Period Ended August 31, 2023
(17% of fiscal year)

General Fund ~

General revenues are at 18% for the year to date. Correspondingly, general fund expenditures are at 15% for the year to date. The net effect is a positive change in general fund balance of \$51k.

Water Enterprise Fund ~

The water enterprise fund revenues are at 20% for the year to date, and expenses are at 12%. The net effect is a positive change in the water enterprise fund of \$166k.

Sewer Enterprise Fund ~

The sewer enterprise fund revenues are running at 22% for the year to date, and expenses are at 11%. The net effect is a positive change in the sewer enterprise fund of \$165k.

City of San Juan Bautista
Revenues ~ Budget Vs. Actual
For the TwoMonth Period Ended August 31, 2023

Item #5E
City Council Meeting
October 17, 2023

REVENUES	FY23	FY24	Annual		YTD	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Difference</u>	<u>17%</u>	<u>Notes</u>
General Fund	471,132	376,677	2,142,500	(1,765,823)	18%	
Special Revenue Funds:						
Capital Projects Fund	451,439	120,087	2,836,845	(2,716,758)	4%	A
Community Development	32,626	7,732	404,514	(396,782)	2%	B
COPS	29,334	16,667	100,000	(83,333)	17%	
Parking & Restroom Fd	8,164	7,395	28,000	(20,605)	26%	
Gas Tax Fund	17,637	19,819	101,000	(81,181)	20%	
Valle Vista LLD	4,422	3,980	23,889	(19,909)	17%	
Rancho Vista CFD	11,087	12,405	67,512	(55,107)	18%	
Copperleaf CFD	3,775	3,018	16,645	(13,627)	18%	
Internal Service Funds:						
Blg Rehab. & Replace	6,333	6,333	38,000	(31,667)	17%	
Vehicle Replacement	10,000	10,000	60,000	(50,000)	17%	
Enterprise Funds:						
Water						
Operations	215,009	266,000	1,345,000	(1,079,000)	20%	
Sewer						
Operations	260,479	305,180	1,390,000	(1,084,820)	22%	
TOTAL Funds	1,532,058	1,155,293	8,553,905	(7,398,612)	14%	

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

Item #5E
City Council Meeting
October 17, 2023

For the Two Month Period Ended August 31, 2023

EXPENDITURES	FY23	FY24	Annual		YTD	
Fund	Actuals	Actuals	Budget	Variance	17%	Note
General Fund	281,414	325,696	2,117,980	(1,792,284)	15%	
Special Revenue Funds:						
Capital Projects Fund	451,439	120,087	2,836,845	(2,716,758)	4%	A
Community Development	120,084	83,927	674,036	(590,109)	12%	
COPS	16,667	16,667	100,000	(83,333)	17%	
Parking & Restroom Fd	-	-	-	-		
Gas Tax Fund	2,647	2,766	21,500	(18,734)	13%	
Valle Vista LLD	5,563	2,884	22,692	(19,808)	13%	
Rancho Vista CFD	6,984	9,569	37,166	(27,597)	26%	
Copperleaf CFD	4,709	4,031	16,645	(12,614)	24%	
Development Impact Fee Funds						
Public/Civic Facility	450	450	2,700	(2,250)	17%	
Library	740	740	4,440	(3,700)	17%	
Storm Drain	572	572	3,432	(2,860)	17%	
Park In-Lieu	50	50	300	(250)	17%	
Public Safety	142	142	852	(710)	17%	
Traffic	72	72	432	(360)	17%	
Enterprise Funds:						
Water:						
Operations	150,127	99,996	828,749	728,753	12%	
Capital	6,396	-	-	-		
Sewer						
Operations	124,839	139,327	1,227,618	1,088,291	11%	
Capital	22,759	509,133	18,497,240	17,988,107	3%	A
TOTAL Funds	914,240	990,413	24,274,647	16,326,068	4%	

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.

City of San Juan Batista
Check/Voucher Register - Check Register Current Month
From 8/1/2023 Through 8/31/2023

1110 - Operating
Acct. 1948

Effective Date	Check Number	Vendor Name	Matching Document Date	Check Amount
8/3/2023	216960	South Bay Conservation Resources, LLC	7/18/2023	468,000.00
8/4/2023	216943	Baker Supplies and Repairs	8/1/2023	34.35
8/4/2023	216944	Carlos Figueroa.	8/2/2023	89.99
8/4/2023	216945	Code Publishing Company	7/31/2023	630.00
8/4/2023	216946	Community Brands	7/1/2023	6,768.00
8/4/2023	216947	David's Locksmith	8/2/2023	350.00
8/4/2023	216948	Edelmira Ceja	7/15/2023	700.00
8/4/2023	216949	Judy's Gifts & Awards	7/31/2023	12.99
8/4/2023	216950	Maria de la Paz Morales Reyes	7/22/2023	700.00
8/4/2023	216951	Monterey Bay Air Resources Dist.	7/1/2023	1,051.44
8/4/2023	216952	Monterey Bay Analytical Services	7/18/2023	1,836.00
8/4/2023	216953	P G & E	7/20/2023	601.08
8/4/2023	216954	Rx-Tek	7/1/2023	276.00
8/4/2023	216955	San Benito County Business Council	7/1/2023	1,000.00
8/4/2023	216956	Sound Design A/V Contractors	7/25/2023	637.64
8/4/2023	216957	State Compensation Insurance Fund	7/21/2023	13,808.63
8/4/2023	216958	True Value Hardware	6/28/2023	191.11
8/4/2023	216959	Univar Solutions	7/24/2023	895.25
8/18/2023	216969	4Leaf, Inc.	7/31/2023	591.14
8/18/2023	216970	A Tool Shed, Inc.	7/13/2023	1,568.00
8/18/2023	216971	AFLAC	8/31/2023	934.44
8/18/2023	216972	at&t	8/7/2023	152.41
8/18/2023	216973	AVAYA	8/5/2023	250.66
8/18/2023	216974	Charter Communications	7/27/2023	581.96
8/18/2023	216975	Citygate Associates, LLC	7/31/2023	4,592.94
8/18/2023	216976	Clark Pest Control	8/4/2023	111.00
8/18/2023	216977	Cypress Water Services	7/31/2023	11,175.00
8/18/2023	216978	Data Ticket Inc.	7/31/2023	400.00
8/18/2023	216979	David J. Powers & Associates, Inc.	7/28/2023	13,722.75
8/18/2023	216980	EMC Planning Group Inc.	7/19/2023	212.50
8/18/2023	216981	Fidelina Soto	8/3/2023	600.00
8/18/2023	216982	Francisco Diaz	8/3/2023	14.58
8/18/2023	216983	Hamner Jewell Associates	7/31/2023	1,269.75
8/18/2023	216984	KBA Docusys	8/6/2023	253.67
8/18/2023	216985	Liebert Cassidy Whitmore	7/24/2023	1,464.50
8/18/2023	216986	Lilia Barajas	8/8/2023	500.00
8/18/2023	216987	Monterey Bay Analytical Services	8/1/2023	1,611.00
8/18/2023	216988	Naya Herrera	8/16/2023	15.70
8/18/2023	216989	Ready Refresh	8/12/2023	139.98
8/18/2023	216990	Ruben Foronda	8/17/2023	125.88
8/18/2023	216991	Scott Adessa	8/10/2023	300.00
8/18/2023	216992	Silvia Fernandez	8/14/2023	700.00
8/18/2023	216993	Sprint	8/7/2023	401.30

City of San Juan Batista
Check/Voucher Register - Check Register Current Month
From 8/1/2023 Through 8/31/2023

1110 - Operating
Acct. 1948

Effective Date	Check Number	Vendor Name	Matching Document Date	Check Amount
8/18/2023	216994	Toro Petroleum Corp.	7/17/2023	179.58
8/18/2023	216995	US Bank Equipment Finance	9/7/2023	249.61
8/18/2023	216996	Valero Wex Bank	8/14/2023	1,255.75
8/22/2023	216961	CMAP	6/30/2023	1,015.21
8/22/2023	216962	Downey Brand	6/28/2023	279.00
8/22/2023	216963	EMC Planning Group Inc.	4/21/2023	38.80
8/22/2023	216964	Harris & Associates	6/30/2023	1,075.00
8/22/2023	216965	Home Depot Credit Services	6/29/2023	348.67
8/22/2023	216966	Lautzenhiser's Stationery, Inc.	5/18/2023	218.23
8/22/2023	216967	Monterey Bay Analytical Services	6/30/2023	5,517.48
8/22/2023	216968	Wellington & Rathie	3/23/2023	592.00
8/25/2023	216997	Akel Engineering Group, Inc.	6/16/2023	409.50
8/25/2023	216998	KK Chess	1/1/2023	900.00
8/25/2023	216999	Monterey Bay Analytical Services	6/16/2023	48.00
8/25/2023	217000	Wellington & Rathie	3/31/2023	10,100.00
8/25/2023	217001	4Leaf, Inc.	7/31/2023	5,741.00
8/25/2023	217002	ACWA Health Benefits Authority	9/1/2023	12,887.65
8/25/2023	217003	All Clear Water Services	7/31/2023	4,100.00
8/25/2023	217005	att.com	8/1/2023	76.69
8/25/2023	217006	Baker Supplies and Repairs	8/14/2023	37.58
8/25/2023	217007	Canon Financial Services, Inc	8/31/2023	338.95
8/25/2023	217008	Code Publishing Company	7/1/2023	634.50
8/25/2023	217009	Dale Coke.	8/31/2023	500.00
8/25/2023	217010	Ferguson Enterprises LLC	8/1/2023	14.78
8/25/2023	217011	Maria Berrelleza	8/22/2023	700.00
8/25/2023	217012	Maria Flores	8/22/2023	700.00
8/25/2023	217013	Michelle Sabathia.	8/31/2023	100.00
8/25/2023	217014	MNS Engineers, Inc.	7/31/2023	49,926.50
8/25/2023	217015	Monterey Bay Analytical Services	7/26/2023	2,840.00
8/25/2023	217016	P G & E	7/31/2023	14,791.38
8/25/2023	217017	San Benito County Assessor	7/1/2023	21.85
8/25/2023	217018	Staples	8/1/2023	314.54
8/25/2023	217019	US Bank	7/21/2023	<u>4,327.28</u>
Report Total				<u>659,551.17</u>

CITY MANAGER MONTHLY REPORT

Library and City Hall staff had COVID 19 this month-

- Maintained “open” status of both facilities

- Prevented spread to other employees

Sent the Housing Element to HCD

Busy Planning Commission Agenda 10.03.23

- Approved 4-new housing units 45 Washington

- Review revised gas station plans

- Ad-Hoc Committee on Pop-Up Uses/Business License Issuance

Coordinated SB2 Grant changes (\$160,000)

- From Southside growth to infill focus

- Strategized with EMC to update Community Plan

- Received a second extension from HCD

CITY MANAGER MONTHLY REPORT

Public Health Community Health Improvement Plan

Describes County Health strengths and vulnerabilities

Power Point summarizes findings- example-

COVID deaths per capita is low, but

Aning Latinos is 4X higher than White

Interview by County Economic Advisory Committee Consultant

Fragmentation – many different efforts on-going at one time

County Broad Band Study (“Teleworx) 9.28.23 final report

SJB is 99.9% Serviced; City needs Broad Band Policies

No Fiber in SJB? Whole County needs more Fiber access

FCC = 4.6% have w/o services in County (resorting to Satellite)

CPUC = 21.1% underserved in County (big discrepancy)

80% serviced by Charter/Spectrum

Grant Application pending- will help with Fiber

CITY MANAGER MONTHLY REPORT



Water Status

Awaiting revised 30% drawings on Pipeline and new pricing

Received these concepts 9.05.23

Well 5 Pump Repairs (\$37k)

Water Quality Complaint-

1st in more than a year

Resumed flushing lines



nt (shown in red)

CITY MANAGER MONTHLY REPORT

UGB/SOI Committee

Stepped up efforts!

Met Three Times in one month

Results are on this Agenda

Wastewater Status

Ground Breaking Ceremony well attended/Benito Link

Reaching out to Growers rgd. Schedule and future plans

Construction delayed by logistics

Pipe on-site November 6

Executed EPA and Water Board agreements (\$4 million grants)

CITY MANAGER MONTHLY REPORT

Benito Link Listening Session- Tourism

“Governance is holding us back”

No-one will come to sit an hour in traffic (Hollister Business Owner)

“Squashing the Entrepreneurial Spirit”

Pinnacles Attendance-

350,000 to 500,000 per year-

not many locals

Impact of urbanism- threat to “Night Sky Designation”

Funding a Tourism Bureau? Popular idea

20-years ago Chamber also became a Visitors Bureau

Erratic Funding- SJB does not fund it

We are Temecula 20-years ago

Ranchers feel disenfranchised by lack of Tourism attention

CITY MANAGER MONTHLY REPORT

COG is back in business

Hosting the CTC in San Juan Bautista 9.20.23 with Speaker Rivas

Hwy 156 completion now expected Fall of 2025

Hwy 25 Construction- video on Turbo Round About

LAFCO is back in business

New Executive Director (Jennifer from Policy Cons. Assoc.)

Initiated a Municipal Services Report on Sewer

Provided more than 100 docs to LAFCO for their sewer MSR

Will help the City complete its MSR for Water and other services

Up to speed on the City SOI/UGB plans

CITY MANAGER MONTHLY REPORT

Cal Cities Conference 9.20 -9.23

“Adopting to Changes in the Retail Environment”

Informative hosted by CA Main Street

West Hollywood made parklets permanent for F&B Services

“3rd Place” Concept referred to as “Outzones”

Increasing places downtown for people to gather

Sharing uses- retail during the day, F&B at night

Issue pre-COVID still impacting retail

Retail Labor Force has shrunk

NLC- providing digital support for retailers

Enabling Pop-Ups

Helping property owners use 2nd floors

CITY MANAGER MONTHLY REPORT

Next City Council meeting-

- Consider cancelling the Regular meeting 11.21.23

- Schedule a Special meeting 11.14.23 at 6 PM??

Recreation Assistant started work (introduced on this agenda)

- 3-4 month learning curve

- Met the seniors

- Knows the Community Hall and learning about other partners/assets

Attended Senior Listening Session

- Will be moving to Native Daughter's Adobe while community center is in repair

Public Safety

- Fire Chief is Retiring the 20TH Chief Dover has been assigned as interim Chief

- Deputy Hours adjusted from 2 PM – 12AM (Weds-Sat) to **12- 10 PM (Weds-Sat)**

- Initiate Recruitment for the Public Safety Coordinator position**

Animal Control- very busy responding

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 13th day of October 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 13th day of October 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



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 CITY COUNCIL REPORT

DATE: OCTOBER 17, 2023

DEPARTMENT: CITY MANAGER

FROM DON REYNOLDS, CITY MANAGER

TITLE: CHANGE THE LOCATION OF THE PUBLIC ART
INSTALLATION AT SAN JUAN PUBLIC LIBRARY

RECOMMENDED ACTION(S):

Staff recommends that the City Council adopt the attached Resolution changing the location of the art installation from the San Benito Arts Council approved by Resolution 2022-28, from the elevation with the large window, to wall next to it, as indicated in Exhibit 1, facing the NE corner of Monterey Street and Second Street.

BACKGROUND INFORMATION:

The proposed public art installation is a project of the San Benito County Arts Council in partnership with El Teatro Campesino. As stated in the Project Description, this “**Community Arts Impact Project**” is designed to bring together artists, frontline workers and community members to recognize and process the collective trauma that COVID has inflicted on our rural community, while also celebrating and uplifting the ways in which our community has shown resilience, strength and compassion as we navigate these difficult times together.

The Arts Council, partner El Teatro Campesino and the Lead Artist, Venecia Prudencio, have completed a focused and thorough community engagement exercise to prepare a finished mural design and to identify an appropriate location for the installation. Resolution Exhibit 1a describes this process.

On April 19, 2022, by adopting Resolution 2022-28 that is attached, the City Council approved the design and location of the proposed mural. This approval did not specify the specific size of the Mural. The Mural was completed and delivered in August.

DISCUSSION:

The mural is too large to fit into the approved preferred location. The City and Arts Council propose moving it further to the east towards Second Street, next to the original preferred location where there is no window. Two trees against the building wall will frame the Art nicely.

It is also recommended that the Art be hung on posts separate from the building. That way it can be easily removed to a safe place if there is need for building improvements or changes to the Park.

ATTACHMENTS:

Proposed Resolution to relocate the Art as indicated in Exhibit 1
City Council Resolution 2022-28 (with Exhibit 1a – 1c)

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
AUTHORIZING THE SAN BENITO COUNTY ARTS COUNCIL (ARTS COUNCIL)
CHANGING THE LOCATION OF THE ART INSTALLATION OF A MURAL ON THE
SAN JUAN PUBLIC LIBRARY**

WHEREAS: The City Council adopted Resolution 2022-28 on April 19, 2022, (the staff report and Resolution are attached hereto), and approved the installation of public art on the northeast corner of the Library next to the large window; and

WHEREAS, The Resolution did not specify the exact size of the mural, and when delivered in August, it consisted of three panels that when put together, are larger than the window and do not fit in the approved preferred location; and

WHEREAS The Arts Council and the City considered a different location next to the same wall, facing north-east but away from the window, as shown on the attached site plan; and

WHEREAS The new preferred location is on this wall with no windows as described in Exhibit 1; and

WHEREAS, having completed the Luck Park Master Plan, it has also been determined that to avoid any damage that may occur during future construction, that mounting the art on free standing posts at this preferred location, is better than mounting the art to the Library wall, so it can be safely relocated if necessary.

NOW BE IT RESOLVED that the City Council determines that this updated process fulfills the City's desire for full and active participation by members of the community and that design and location of the project is consistent with General Plan policies referenced herein.

BE IT FURTHER RESOLVED that the City Council adopts this Resolution approving the installation of the Mural by the Arts Council as depicted in Attachment 1 subject to the following conditions:

1. The installation shall be in the preferred location as indicated in Exhibit 1 to this Resolution;
2. The installation shall be on free-standing posts in front of the Library wall.
3. All other provisions of Resolution 2022-28 shall remain in full force and effect.

PASSED AND APPROVED this 17th day of October, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

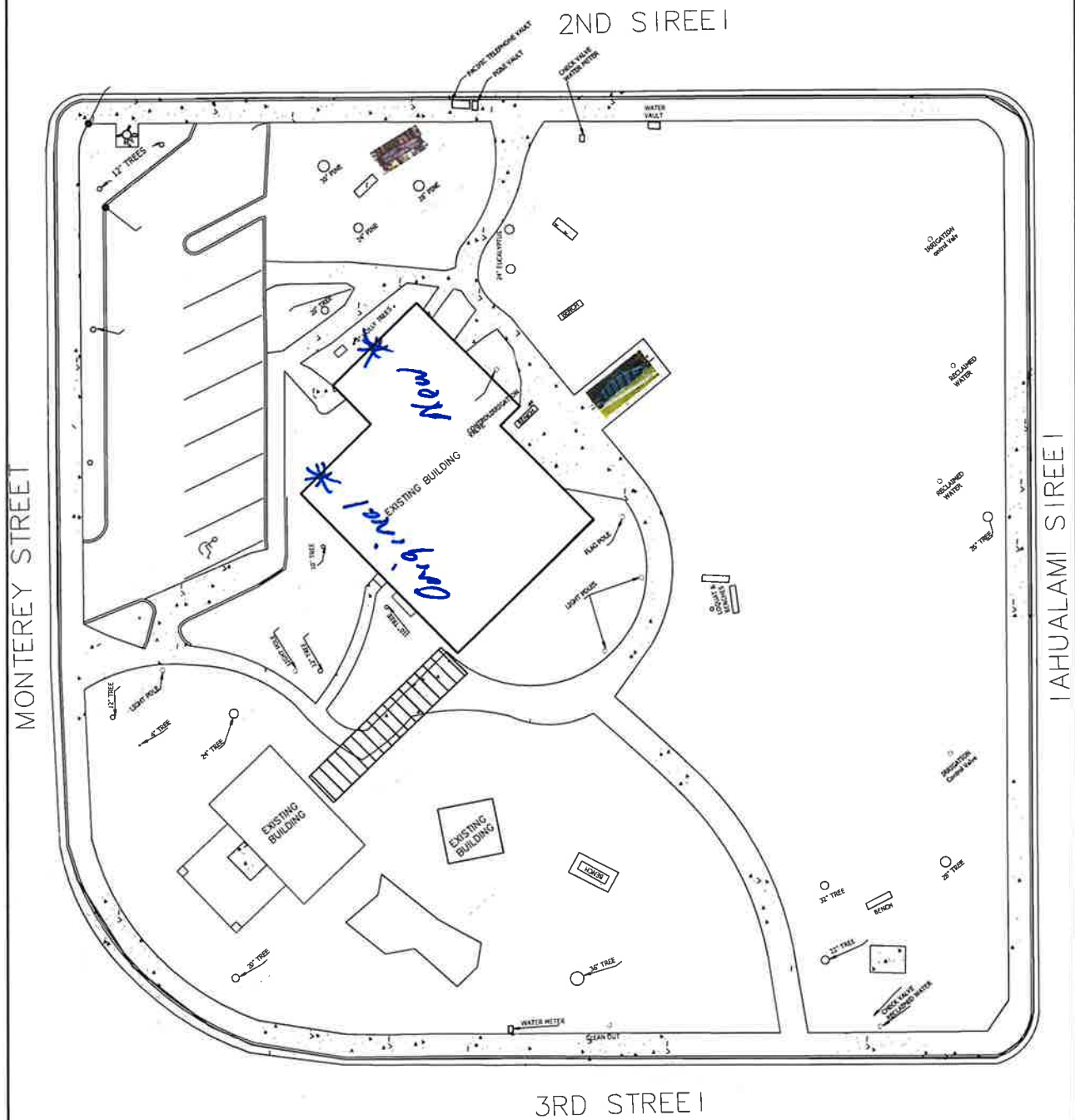
APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

Exhibit 1



RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AUTHORIZING THE SAN BENITO COUNTY ARTS COUNCIL (ARTS COUNCIL) INSTALLATION OF A MURAL ON THE LUCK LIBRARY

WHEREAS: The City Council has adopted 2035 General Plan Element Policy 16 Historic Preservation and Community Design and the following goals, policies and implementation programs:

- Goal HPCD 3 Celebrated art resources. Objective HPCD 3.1 Create a community that is supportive of the arts.
- Policy HPCD 3.1.1 Promote Cultural Heritage and Arts tourism.
- Program HPCD 3.1.1.1 Support Art Walks and ‘Alive after Five’ events on the first Friday or second Saturday of each month.
- Program HPCD 3.1.1.2 Encourage galleries and artisan businesses in the Main Street corridor.
- Program HPCD 3.1.1.3 Coordinate live performances, music, and theatre in restaurants, centers, and outdoor parks, and provide storage and electricity for these endeavors.
- Program HPCD 3.1.1.4 Change land use in warehouses area for artist/performer studio space.
- Program HPCD 3.1.1.5 Develop public arts program for trails and complete streets

WHEREAS The Arts Council is an entrepreneurial, nimble, collaborative nonprofit that provides arts programming and serves as a connector, investor, advocate and leader for the arts in San Benito County. Founded in 2006, the San Benito County Arts Council is a 501(c)3 nonprofit organization which serves as a State-Local Partner to the California Arts Council;

WHEREAS The Arts Council is actively engaged in public art projects throughout San Benito County, including within San Juan Bautista, through its support of local artists, art groups and art and cultural organizations and is currently coordinating the Washington Street Underpass art installation as a partner with Caltrans and San Juan Bautista;

WHEREAS “Community Arts Impact Project” is funded by the Arts Council with support from the California Arts Council, a State Agency, and is designed to bring together artists, frontline workers and community members to recognize and process the collective trauma that COVID has inflicted on our rural community, while also celebrating and uplifting the ways in

which our community has shown resilience, strength and compassion as we navigate these difficult times together;

WHEREAS the Arts Council, along with partner organization El Teatro Campesino selected a Lead Artist to work with the community to prepare a mural concept, finished design and to identify a preferred location, as described in Exhibit 1;

NOW BE IT RESOLVED that the City Council determines that the process fulfills the City's desire for full and active participation by members of the community and that design and location of the project is consistent with General Plan policies referenced herein;

BE IT FURTHER RESOLVED that the City Council approves the installation by the Arts Council as depicted in Attachment 1 subject to the following conditions:

1. The installation shall not be painted directly on the library fascia; rather it shall be attached to the Library fascia.
2. The manner of attachment of material to the Library fascia shall be pursuant to plans and diagrams approved by the City Manager pursuant to an Encroachment Permit. Attachment of material to the library fascia shall be performed to the satisfaction of the City Manager with appropriate assurances in accordance with the issued Encroachment Permit.
3. Removal of the material shall be at the discretion of the City Manager in accordance with provisions of the Encroachment Permit required herein.

PASSED AND ADOPTED this 19th day of April 2022 by the following vote:

AYES: Jordan, Edge, Flores, Freeman

NOES: Freels

ABSENT: None

ABSTAIN: None

ATTEST:



**Don Reynolds, City Manager
and Acting Deputy City Clerk**



Leslie Q. Jordan, Mayor

EXHIBIT 1 a
Mural Impact Project: Art, healing and building community resilience
San Juan Bautista, CA

Lead organization: San Benito County Arts Council

Lead artist: Venecia Prudencio

Partner organization: El Teatro Campesino

The **Community Arts Impact Project** was designed to bring together artists, frontline workers and community members to recognize and process the collective trauma that COVID has inflicted on our rural community, while also celebrating and uplifting the ways in which our community has shown resilience, strength and compassion as we navigate these difficult times together.

Lead artist, Venecia Prudencio, heard from community members about their experiences with COVID- what they have lost, what they have learned about themselves and their community and what they hope for the future- through **3 virtual community engagement workshops** held online in January & February 2022. These workshops, driven by local stories from San Juan Bautista residents, led to creation of a mural design, around the themes of strength, hope and resilience, for permanent installation in San Juan Bautista.

In the first workshop, participants were led through interactive exercises and group discussions to get to know one another and to set the stage for the sharing of stories and experiences.

In the second workshop, participants began to imagine how their stories and experiences could be visualized in tangible images, icons and objects. Recurring themes included community strength, resilience and hope. The visualization exercises helped inform the design of the SJB mural.

In the third and final workshop, the lead visual artist, Venecia Prudencio, shared her concept for the mural design. Participants will be able to provide feedback and discuss the designs through a supportive, creative and iterative process. Following this workshop, Venecia and Jennifer Laine, Executive Director of the San Benito County Arts Council, met with staff and auxiliary members of the San Juan Bautista Library to gather their input on the mural with the hopes that the library could be the site for mural installation. The San Benito County Arts Council also shared the mural design with Amah Mutsun tribal leader, Valentin Lopez.

This project is funded by the San Benito County Arts Council with support from the California Arts Council, a state arts agency. For more information, please contact Jennifer Laine, Executive Director of the San Benito County Arts Council, at info@sanbenitoarts.org or at 831.636.2787



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: OCTOBER 17, 2023

DEPARTMENT: ADMINISTRATION

FROM: DON REYNOLDS, CITY MANAGER

BY: ELIZABETH SOTO, DEPUTY CITY CLERK / ADMINISTRATIVE SERVICES MANAGER

TITLE: CLAIM FOR DAMAGES

RECOMMENDED MOTION:

Staff recommends the City Council direct the City Manager to issue a standard rejection.

RECOMMENDATION

Staff received a claim for damages on September 6, 2023 from Kazuko Kurasaki & Kurt Kurasaki. The claim was returned as insufficient on September 26, 2023 and the claimants' counsel failed to file an amended claim.

EXECUTIVE SUMMARY:

The claim failed to identify any public property which was owned, controlled, and maintained by the City of San Juan Bautista at the time of the incident. The claim did not identify any specific location or condition which caused the flooding.

BACKGROUND

FISCAL IMPACT:

No fiscal impact to the City of San Juan Bautista.

ATTACHMENTS:

Notice of Insufficiency



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: **OCTOBER 17, 2023** *(Continued from 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

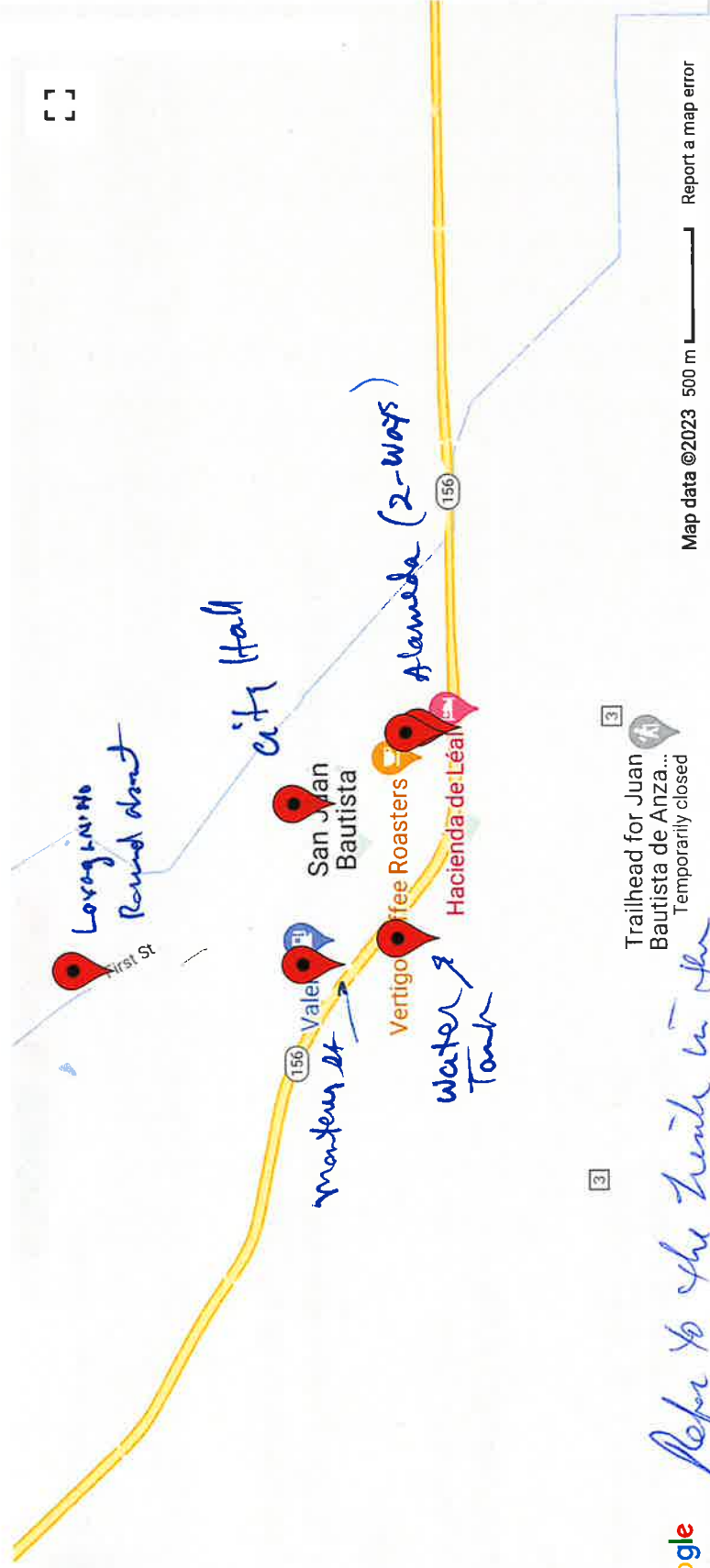
PERMITTING

0

INSTALLING

0

IN SERVICE



Google

Repe to the truck in Jan
Draft report

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

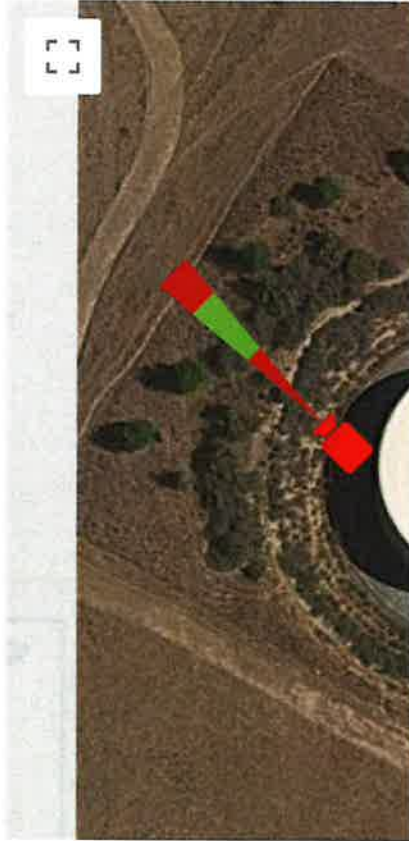
Approve

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).

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+ San Juan Bautista, CA



Eliminate crime and shape
a safer future, together .

flock safety

Why Flock Safety?

flock safety



flock safety

What we observe: the current reality

- Limited Police Resources
- Crime is on the rise
- Trust is needed more than ever

What we believe: the opportunity

- Technology multiplies the force
- Capture and distribute objective evidence to the right user
- Engage community to support and grow

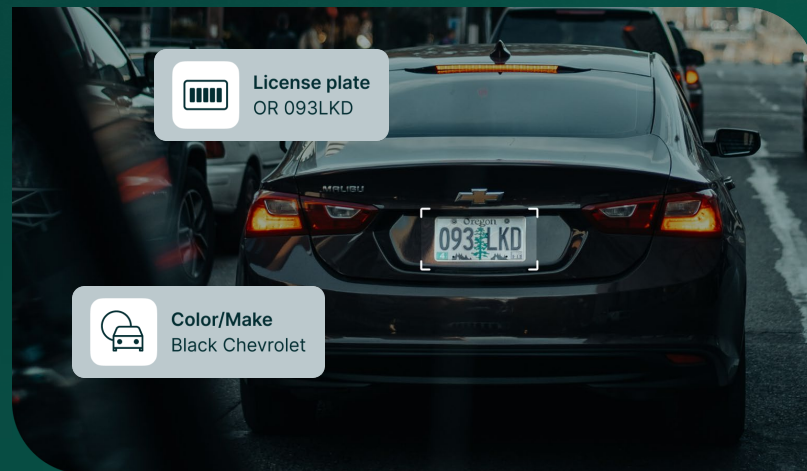
How does the technology work?

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flock safety

When you get Flock you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

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What this IS

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

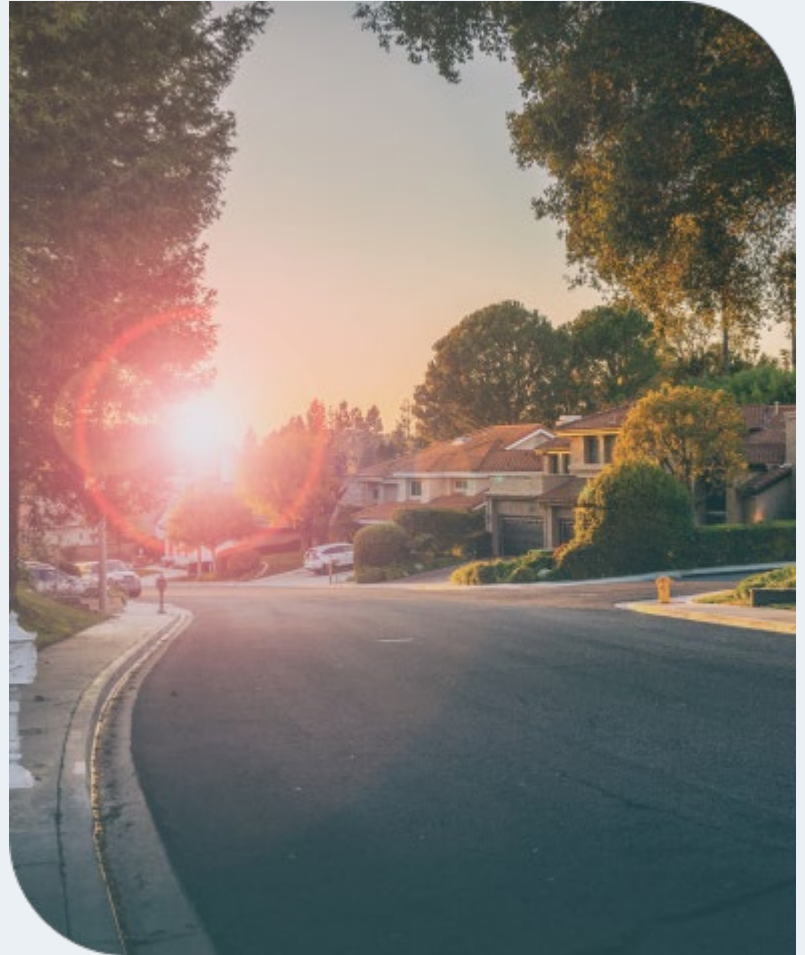
What this is NOT

- Not facial recognition
- **Not tied to Personal Identifiable Information**
- Not used for traffic enforcement
- Data not stored beyond 30 days → *automatically deletes every 30 days*

How does this technology prevent and eliminate crime?

- **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance Rates increase, crime rates decrease
- Flock cameras serve as a **deterrent**

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Mitigating Risk

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Protecting Privacy

- Footage owned by Agency/City and will never be sold or shared by Flock
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- Takes human bias out of crime solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)

- All data is stored securely in the AWS Cloud, and end to end encryption of all data
- Search reason is required for audit trail
- NOT facial recognition software
- NOT predictive policing
- NO PII is contained in Flock
- NOT used for traffic enforcement
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (optional)

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Transparency + Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

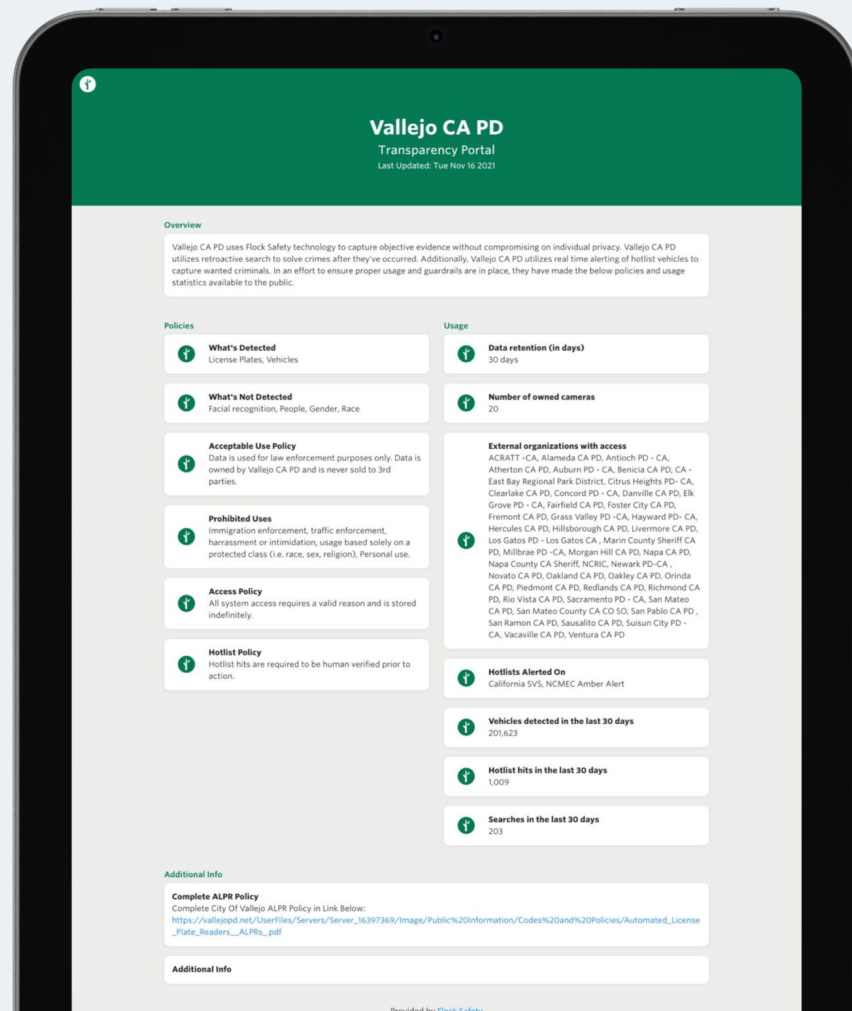
- Customizable for each agency
- Display technology policies
- Publish usage metrics
- Share downloadable Search audits

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Click here for Morgan Hill PD
- Click here for Vallejo PD



Already solving and preventing crime

flock safety

Flock Safety In Northern California

+ Many more
commercial and
Private
Customers

Morgan Hill Los Gatos
Monte Sereno
Milpitas
Santa Clara
Foster City
Hillsborough
Colma
Millbrae
Atherton
San Mateo
San Mateo County
San Bruno
Alameda

Novato
Fairfield
Dixon
Vallejo
Vacaville
Rio Vista
Richmond
Benicia
Piedmont
Livermore
San Ramon
Danville
Hercules
Orinda

Oakley
Mountain House
Woodland
Roseville
Elk Grove
Grass Valley
Salinas
Lafayette
Danville
Richmond
Berkeley



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Hate Crime Targeting LA Synagogue



Cathedral City PD



Cathedral City, CA

Timeline

On February 16th, 4:15 PM, the Los Angeles Police Department put out the vehicle plate information of the suspect involved in two shootings at synagogues in their area.

Cathedral City PD received this information and ran the vehicle's plate in Flock and discovered that the suspect vehicle had entered Cathedral City. A flyer with the suspect's information and vehicle description was sent out to patrol. Officers responded to a shot fired call at 5:24 PM and the synagogue shooter was on scene.

Officers recognized the suspect vehicle as the one from the flyer. Suspect was taken into custody.

Desert Sun.

CATHEDRAL CITY

After LA synagogue shootings, suspect tracked down, arrested in Cathedral City

28-year-old has a history of anti-Semitic threats and admitted to targeting Jewish men, FBI says

Case Study - Teen Arson

📍 Ukiah PD - Ukiah, CA

→ Officers from the Ukiah Police Department responded to reports of a fire in a dry field east of Airport Road near Costco. Now officials have caught two teens connected to the alleged arson.

- On Aug. 25, the FLOCK system alerted officers of the car's location and officials arrested the 17-year-old driver who was reportedly involved in starting the fire.
- On Sept. 19, a second suspect, 18-year-old Gabriel Ruiz, was arrested by the Mendocino County Sheriff's Office on unrelated charges after being connected to two armed car break-ins.



Using City of Ukiah FLOCK license plate recognition cameras, investigators were able to identify the suspects inside the car and get photos of the vehicle which contained the license plate number. At the time, officials were unable to find the car, but the license plate number was entered into the FLOCK camera database which automatically alerts officials when the vehicle is seen next.

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Case Study: Smash and Grab Robbery



San Bruno, PD



San Bruno, CA

- January 2022 - Five suspects attempt a Smash & Grab at a Jewelry store but are chased off by the owner
- But here's what didn't make the news...
- Suspect vehicle identified using Flock
- SBPD thought the suspects would try again, potentially more violently
- Vehicle placed on a custom hotlist
- SBPD receives a real time alert that the suspects are returning
- Officers locate the vehicle within seconds preventing another attempt

San Bruno jewelry store owner stops attempted smash-and-grab robbery

- ABC 7 News - Bay Area



flock safety

Case Study: Auto Theft



Chamblee PD



Chamblee, GA



Stranger on Stranger Abduction August,
28 2020

When every second matters, Flock Safety's Machine Vision is Critical

- 12:33 PM ● Amber Alert Issued
- 1:01 PM ● Search Conducted with Flock Safety
- 2:30 PM ● Suspect Vehicle Located
- 5:03 PM ● Felony Stop + Arrest
- 6:00 PM ● Baby Reunited with Mother



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: OCTOBER 17, 2023

DEPARTMENT: COMMUNITY DEVELOPMENT DIRECTOR

FROM: BRIAN FOUCHT, COMMUNITY DEVELOPMENT DIRECTOR

TITLE: PROFESSIONAL SERVICES: NATIONAL MAIN STREET

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a contract for professional services related to the National Main Street.

BACKGROUND AND INFORMATION:

The City's 2023/24 Budget references priorities and issues that include development of a City-wide economic development strategy by the Economic Development Citizens Advisory Committee (EDCAC). The budget includes \$31,165 from the General Fund Reserve for Economic Development activities and training.

On July 18, 2023 the City Council accepted the annual report of the EDCAC and directed staff and the Committee to prepare an economic development strategy for the City. The EDCAC is expected to partner with State and County agencies and entities to draft a strategy that is based on the City's history and assets.

Therefore, revitalization of Third Street, envisioned by the Third Street Master Plan, is viewed by the EDCAC as an essential part of an overall economic development strategy. ("Why Business Retention and Expansion Plans are Important for Downtowns" at <https://www.mainstreet.org/blogs/national-main-street-center/2017/05/24/why-business-retention-and-expansion-plans-are-important-for-downtowns>.)

Key elements of a focused Third Street strategy can only be identified, and success ensured, by engaging with the community, in particular downtown businesses and property owners. For this reason, the City joined California Main Street as a basic member for the 2022-23 calendar year. Main Street Sub members with access include EDCAC members Darlene Boyd, Leslie Jordan, Heliena Walton (in addition to Don Reynolds, with Brian Foucht as Main Street membership leads). This membership enabled the EDCAC to evaluate and conclude that the Main Street approach (attachment 4) to community engagement will be applicable to the San Juan Bautista context. Accordingly, a portion of funds budgeted to support EDCAC activities includes identification and implementation of Main Street Transformation Strategies to articulate a focused, deliberate path to revitalizing and strengthening the San Juan Bautista central business District.

FISCAL IMPACTS:

The subject project will result in a \$15,000 charge to the City's General Fund as a portion of \$31,165 budgeted for the EDCAC

ATTACHMENTS

City Council Resolution (includes Exhibit "B" National Main Street Proposal)
National Main Street Approach Summary

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH NATIONAL MAIN STREET CENTER TO
COMPLETE A COMMUNITY ASSESSMENT AND TRANSFORMATION STRATEGY**

WHEREAS, the City of San Juan Bautista has approved a high-level Strategic Plan to set priorities for Economic Development, among other priorities which reference a high priority for bringing businesses and property owners together to create a unified vision for downtown San Juan Bautista; and

WHEREAS, the City Council of the City of San Juan Bautista has established the Economic Development Citizens Advisory Committee (EDCAC) for the purpose of advising the City Council regarding context – sensitive measures to strengthen the City’s economic well-being for the benefit of residents, property owners and businesses within the City; and

WHEREAS, Main Street America has been helping revitalize older and historic commercial districts for more than 40 years. Today it is a network of thousands of neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation; and

WHEREAS, the City, through the EDCAC is a Main Street member; and

WHEREAS, the City Council desires to develop and implement transformative strategies based on the City’s historical assets through asset mapping, community engagement and partnership building and then to establish appropriate metrics for success.

NOW THEREFORE BE IT RESOLVED, that the City Council directs the City Manager, to execute a Professional Services Contract with the National Main Street Center – California Main Street to complete the Community Assessment and Transformative Strategy Development as set forth in Exhibit “A” and thereafter to report to the City Council regarding any recommended Main Street programs.

BE IT FURTHER RESOLVED that coordination with the National Main Street Center and facilitation of the scope of work authorized herein shall be among those responsibilities of the City of San Juan Bautista Economic Development Citizens Advisory Committee (EDCAC).

PASSED AND ADOPTED at a regular meeting of the San Juan Bautista City Council on the 17th day of October 2023, by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk



Community Assessment and Transformation Strategy Development

San Juan Bautista, CA
July , 2023

Prepared by Amanda Elliott
Senior Program Officer & Director of
California Programs
National Main Street Center



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Transformation Strategies Examples	8

About Main Street America

Main Street America has been helping revitalize older and historic commercial districts for more than 40 years. Today it is a network of thousands of neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation.

Since 1980, over 2,000 programs have used the Main Street Approach, our time-tested framework for community-driven, comprehensive revitalization. The National Main Street Center conducts research to

document our impact by annually collecting statistical information on the preservation, revitalization, and economic activities in local Main Street programs throughout the country.



About the Main Street Approach

The Main Street Approach™ is the National Main Street Center's framework for community revitalization. Centered around Four Points (see below), the Approach offers community-based revitalization initiatives with a strategic, adaptable framework for downtown transformation that is easily tailored to local conditions. The Main Street Approach underwent a refresh in 2015 to become more responsive to economic context, strategy-driven, and outcome-oriented.



Every community has a unique set of place-based assets, anchors, and consumer markets that contribute to a healthy business district. Leveraging those assets through a targeted economic development strategy requires a thorough understanding of the marketplace. One of the best ways to help retain existing businesses and recruit new ones is to prepare information about your existing customer base and better understand potential new customer segments that could be served by your business district. Your local commercial revitalization program provides an important benefit by developing a comprehensive analysis of the district market that aligns community vision and consumer data with strategies that drive the organization's revitalization programming. Through the Main Street Approach, we work together with organization leaders to understand market data and develop comprehensive strategies to deliver comprehensive Main Street transformation. This approach accomplishes several goals:

- Builds local knowledge and understanding of your district’s economy to create a foundation for successful revitalization;
- Identifies current strengths of the business mix and existing business clusters;
- Supplies relevant consumer data to the revitalization program so it can help existing businesses become stronger;
- Identifies opportunities for future business attraction and business cluster expansion; and
- Builds a strategic framework for niche development, including real estate development, business development, promotions, marketing, branding, etc.

This philosophy is encompassed by the Main Street Approach Refresh. At the core of the new Main Street Approach are economically-grounded “Transformation Strategies.” These Strategies articulate a focused, deliberate path to revitalizing a downtown or commercial district’s economy. They are informed by a solid understanding of local and regional market data and sustained and inclusive community engagement. Most activities within an organization’s annual workplan as part of the Main Street Approach should then be guided by Transformation Strategies and aligned with a direction and outcome. As part of our technical assistance, and to help make the new format easier to adopt, the National Main Street Center developed nearly 20 “off-the-shelf” strategies, known as Catalyst Strategies, that can be employed in a range of conditions across a variety of communities. These are, essentially, ready-made Transformation Strategies. They are a starting point and can be customized along the way. The goal of our service is to assist San Juan Bautista to identify the strategies that best fit by using information your community already has in-hand or that can be easily obtained through data and survey collection.

Scope of Work and Pricing

National Main Street Center, Inc. is pleased to provide a proposal to Brian Fouche and the city of San Juan Bautista Economic Development commission to provide services to support to development of a Main Street program in San Juan Bautista.

The Main Street Four Point Approach® is one of the most effective commercial revitalization strategies in the United States. For the past more than 40 years, the National Main Street Center (NMSC) has been instrumental in developing highly successful Main Street® programs in almost every state in the nation. NMSC pioneered the use of the Main Street Approach in commercial districts.

1. **Main Street 101 Basic Training**

This four 3-hour session will cover the fundamentals of Main Street’s Refreshed Four-Point Approach as developed by the National Main Street Center. These sessions are designed for staff, board members, volunteers of local commercial district revitalization organizations,

elected officials, municipal staff, commercial property owners, merchants and anyone interested in revitalizing a commercial district, each workshop will provide a three- and one-half hour introduction on each point:

1. Organization
2. Design
3. Promotion
4. Economic Vitality

Each workshop will include a hands-on learning experience to complement the lecture and discussion. At the end of the workshop, participants will understand how the comprehensive Main Street Approach can be applied in their districts.

2. **Community Asset Mapping, Engagement and Partnership Building**

This workshop will work with the San Juan Bautista district to identify their local assets and how to develop new and strengthen existing partnerships, resources options, branding and marketing activities, design enhancements to reflect local assets and business niches driven by key assets. As such this prioritization of assets along with market data can help facilitate the development of Transformation Strategies, which identify key business and customer niches for the neighborhood commercial corridors.

3. **Transformation Strategy in downtown San Juan Bautista, CA-** Develop customized **Transformation Strategies** that reflect the district's position in the local and regional retail market using the inputs of community engaged vision, consumer and business data, market data and physical assessment, the transformation strategies are further informed by the district's competitive advantages and disadvantages relative to other local and regional markets. The result will be 3-4 overarching transformation strategies designed to provide critical focus for the newly created programmatic effort over the next 2-3 years. The strategies will describe the products and services the district is in the best position to offer targeted customers, provide an analysis of the potential for growth in the retail, office, entertainment, and housing sectors, and offer insight into the kind of capital and physical improvements necessary to set the stage for successful business enterprise. Each transformation strategy will target either a specific customer group and/or business niche that provides a distinct competitive advantage for the selected commercial district.

- A. Aligns the work for the 4-Point Approach around Transformation Strategies that reflect the market and community vision.
- B. Builds local knowledge and understanding of your district's economy to create a foundation for successful revitalization.
- C. Identifies current strengths of the business mix and existing business clusters.
- D. Supplies relevant consumer data to the revitalization program so it can help existing businesses become stronger.
- E. Identifies opportunities for future business attraction and business cluster expansion.
- F. Builds a strategic framework for niche development, including real estate development, business development, promotions, marketing, branding, etc.

4. **Work Plan / Metrics Development**

This session works with the local community to refine existing work plans or develop a new work plan to ensure alignment with identified transformation strategies for success. This session will also work with the local community to create a tailored qualitative and quantitative metrics to allow the local organization and committee members to monitor progress and provide support for advocacy and fundraising efforts on behalf of the district.

Pricing: The total cost and timeframe to deliver the above-mentioned services, plus all associated travel costs are listed in the budget break-down below:

Services	Number of sessions	Cost	Timeline
Main Street Fundamental Training – City Staff and local community	2	\$6500.00	September 2023 thru June 30, 2024
Transformation Strategy Development – strategic driven programming.	1	\$ 3,250.00	September 2023 thru June 30, 2024
Work Plan and Metrics Development & Surveys	1	\$3,000.00	July 2024 thru June 30, 2024
Travel costs		\$2,250.00	July 2024 thru June 30, 2024
Grand Total:		\$15,000.00	

Transformation Strategies Examples

A Transformation Strategy articulates a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy. Grounded by both an understanding of the underlying drivers of the local and regional economy, as well as community feedback and engagement, a Transformation Strategy should describe a market position that the commercial district can successfully fulfill.

An effective Transformation Strategy serves a particular customer segment, responds to an underserved market demand, or creates a differentiated destination.

Agricultural Economy:

Districts that serve agricultural communities and/or support home food production, locally-sourced food, and environmental sustainability.

Arts

Districts that support the development of creative industries, such as design, music, dance, as well as arts-related education, production, and distribution businesses.

College Towns

Districts that seek to make a strong connection with a nearby educational institution and attract students and faculty to local businesses.

Elder Friendly Aging in Place

Districts that help people continue living independently for as long as possible by providing goods, medical and social services, and a safe, accommodating, environment.

Food

Districts that aim to expand the role of food sales and food service by supporting the development of restaurants, cafes, caterers, farmers' markets, and food production spaces.

Entertainment Nightlife

Districts that aim to attract evening-oriented activity that addresses the things people do when they go out for enjoyment, such as dining, drinking, music, and performing arts.



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California Main Street communities use the Main Street Approach to guide their revitalization efforts. The Main Street Approach is a comprehensive framework that helps communities identify their assets and competitive advantage, and build from those strengths. The Main Street Approach helps communities get started with revitalization, and grows with them over time.

The Approach at a Glance

- The Main Street Approach is centered around Transformation Strategies. A Transformation Strategy articulates a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy.
- A program's work on Transformation Strategies should be organized around the Four Points: Economic Vitality, Design, Promotion, and Organization.
- A revitalization program's work – and its Transformation Strategies – need to be informed by a solid understanding of local and regional market data and sustained and inclusive community engagement.

What Are Transformation Strategies?



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Transformation Strategies – generated through meaningful community engagement and informed by an analysis of the district's market position — help to guide a revitalization program's work. An effective Transformation Strategy serves a particular customer segment, responds to an underserved market demand, or creates a differentiated destination.

Some "ready-to-use" strategies — called Catalyst Strategies — fall into two broad categories: those that are focused on a specific customer segment and those that are focused on an industry, product, or service segment.

Examples include:

- Workers and Residents
- Elder Friendly and Aging-in-Place
- Family-Friendly
- Agriculture Center
- Arts (performing and visual)

What Are the Four Points?



Transformation Strategies are implemented through comprehensive work in four broad areas, known as the **Four Points**.

Economic Vitality focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Design supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Promotion positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

Organization involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.

BENEFITS AND SERVICES

What We Offer

Our new membership program provides a much deeper level of services to communities. Here's what you can take advantage of as a CAMS member:

- Registration for the annual CAMS statewide workshop for two participants
Join your peers across the state for this day of networking and professional development, and walk away with ideas to help your downtown grow.
- Registration for the annual Main Street Now Conference for one participant
Network with peers from across the country, find solutions to common problems, and discover innovative techniques and tools to help your community to thrive.

- Registration for all of your staff for three annual webinars Presented by National Main Street Center technical services staff, these webinars will be on topics selected by CAMS membership, and provide practical 'how-to's' for building your organizational capacity, implementing the Main Street Approach, and bringing your revitalization efforts to the next level.
- Unlimited Main Street America Institute online courses for one participant
Take advantage of the dozens of professional development opportunities provided by the Main Street America Institute, led by nationally recognized topic experts, on your own schedule. Courses include subject matter based around the Main Street Approach's Four Points (Design, Organization, Promotion, and Economic Vitality), as well as a number of advanced principles topics.
- Monthly virtual check-ins
CAMS Members meet monthly to discuss pressing topics for Main Streets and commercial districts. This networking opportunity allows members to connect with peers, share successes, and work through challenges.
- Opportunity to use Main Street America branding

Main Street America is a mark of distinction. It's a seal recognizing that participating communities are part of a national movement with a proven track record for transforming downtowns. CAMSA members can use the brand to add to the credibility of their work and enhance community promotions.

- CAMS Quarterly Newsletter
Our quarterly e-newsletter features stories of success from our member across the state. Plus, the Quarterly highlights upcoming events and opportunities at the state and national level.
- Eligibility for grant programs
CAMS members will have access to all foundation and corporate grants and marketing partnerships that apply to California member communities.
- CAMS helpline

The first five hours of phone assistance from National Main Street Center technical services staff are included in membership. Get practical advice directly from national experts!

- Discount on technical support services from National Main Street Center staff
Get a discount on specialized technical services from national experts.
- CAMS Social Networks
Our Facebook and YouTube channels amplify the initiatives of our members.
- Main Street America Members
Your CAMS membership also provides you with an annual Main Street America membership! [Learn more.](#)

Contact **Amanda Elliott**, Director of the California Main Street Program.

[Email Amanda](#)

Submit your application today and join the following communities:

Arcata | Bellflower | Benicia | Brentwood | Cardiff-by-the-Sea |
Carlsbad | Chico | Coachella | Coronado | Encinitas | Eureka |
Fremont | Gilroy | Grass Valley | Hanford | **Hollister** | Leucadia |
Livermore | Mariposa | Martinez | City of Oakley | Oakland |
Ocean Beach | Oceanside | Paso Robles | Pleasanton | Redding |
Richmond | San Luis Obispo

MEMBERSHIP

Over 40 communities have joined California Main Street since 1986. Whether you are a seasoned Main Street America program, a municipality just getting started in your revitalization effort, CAMSA membership has something to offer for you. **Join today** to gain access to:

- Complimentary registration for conferences, workshops, and webinars;
- Discount on in-person technical services from experts in the field;
- One-on-one helpline support;
- Access to grants and special programs;
- [And so much more!](#)

Membership Dues: Annual CAMS membership dues are **\$1,675**.

Note: you can opt for split billing on membership dues.

Interested in joining?



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: OCTOBER 17, 2023

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: BRIAN FOUCHT, COMMUNITY DEVELOPMENT DIRECTOR

TITLE: NOTICE OF INTENTION TO AMEND THE GENERAL PLAN BY
ACCEPTING URBAN GROWTH BOUNDARY AD HOC
COMMITTEE RECOMMENDED SPHERE OF INFLUENCE,
URBAN GROWTH BOUNDARY, PLANNING AREA

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the attached Resolution with the following actions:

- 1) Accept the proposed Sphere of Influence (“SOI”), Urban Growth Boundary (“UGB”) and Planning Area boundaries recommended in the maps attached as Exhibit “A” to the Resolution from the Urban Growth Boundary Committee (“Committee”);
- 2) State the intention to Amend the 2035 General Plan targeting only those policies, objectives and programs affected by an amended Sphere of Influence, adoption of a Urban Growth Boundary and adoption of a Planning Area;
- 3) Direct the Urban Growth Boundary Ad Hoc Committee to work with San Benito County to establish a Planning Area and related Memorandum of Agreement/Understanding.

Or, direct staff as deemed appropriate, and schedule a second discussion concerning the adoption of the attached Resolution by continuing the matter to the next scheduled City Council meeting.

I. BACKGROUND SUMMARY:

In May of 2020 the City executed a contract with State Dept of Housing and Community Development (“HCD”) to prepare a Specific Plan for eventual annexation and additional housing development within the proposed Sphere of Influence (SOI) area South of Highway 156.

In the spring of 2020, the City learned from San Benito County Local Agency Formation Commission (“LAFCO”) that the proposed SOI depicted in General Plan Maps 2.2, 6.1, 6.2, and 6.3 had *not* been forwarded by the City to LAFCO for approval. The 1998 General Plan SOI remains as the City’s guide for future growth (Maps: Attachment 2).

General Plan policies and objectives also refer to an “Area of Concern” an “Urban Growth Boundary” and a “Greenbelt”; however, following adoption of the General Plan, the City had not attempted to 1) delineate an Urban Growth Boundary or a Greenbelt; 2) legislate a relationship between the proposed SOI and a UGB; or 3) reach agreement with San Benito County to inform the Area of Concern.

In June 2020 the City established an Ad-Hoc Committee to study the SOI and UGB status and recommend changes to better control growth. A mission statement was adopted by the Committee : *“The mission of the Urban Growth/Sphere of Influence Ad-Hoc Committee is to establish limits to, and boundaries for, growth that will serve and protect the City of San Juan Bautista now and in the future.* Councilmember Dan Devries, Mayor Mary Edge, Planning Commission Chair Scott Freels, Historic Resources Board Chair Luis Matchain and member at large Jackie Morris Lopez. The first meeting was August 18, 2020, and by November 2020, the Committee had met 6-times.

Changes in City Council membership resulted in new appointments to the UGB Ad Hoc Committee: Council members Scott Freels and Mary Edge, and Planning Commissioners Luis Matchain, Jackie Morris – Lopez , with at large member E.J. Sabathia. This Ad-Hoc Committee met twice in November 2021 and December 2021, and reached agreement on a recommended map Sphere of Influence/Urban Growth Boundary encompassing much of the area delineated as the SOI in the General Plan (Attachment 3).

In early 2022 this recommendation was paired with a planning program (“South Area Specific Plan,” financed by \$160,000 through a State HCD “SB2 Grant” authorized by City Council Resolutions 2019-44), due to extensive areas within the Specific Plan area located outside the City Limit which the **General Plan** proposed to be planned for new development. The combined recommended SOI and Specific Plan was named the San Juan Bautista Community Plan, now reframed as a “Plan” intended to amend the General Plan to accommodate both a new SOI depicting probable future City growth areas and probable and a Planning Area (Area of Concern). Planning Commission recommended and City Council approved the Community Plan program February 15, 2022, City Council adopted Resolution 2022-13. This action was followed by community meetings and a joint Planning Commission and City Council meeting in May and June of 2022.

The City Council thereafter redirected consideration of the Community Plan back to the UGB Committee for further deliberation of the SOI and UGB. The Ad Hoc Committee conducted a public meeting and property owner outreach October 2022 – January 2023, conducting these activities in the context of a Sphere of Influence and Greenbelt concept (Attachment 3). Staff sent more than 80 letters on two different occasions to property owners living on property whose property is adjacent to but outside the City boundaries to inform them of the proposed changes to the SOI. Staff met with approximately 20-property owners to discuss the 2021 recommended SOI.

During the first quarter of 2023, the UGB Ad Hoc Committee acquired new members: Planning Commissioners Dan Devries and David Madeiros, City Council members Scott Freels and Jackie-

Morris – Lopez and at – large member, Chris Martorana. The UGB Ad Hoc Committee reviewed the Greenbelt model established in 2022, considered property owner input and established a draft Sphere of Influence and Greenbelt. The Committee also reviewed resource and constraints maps including soils, slopes, fire, flood and geologic hazard areas. The Committee concluded that many areas of the Sphere of Influence depicted in the General Plan are areas of prime soils, constrained by Agriculture Land Conservation Contracts or were areas of steep slopes, very high fire hazard, flood hazard, and geologic hazards.

II. RECOMMENDATION:

During the period 2021-2023 the UGB Ad Hoc Committee has diligently attempted to determine the interplay between the Sphere of Influence and Urban Growth Boundary, Greenbelt, or Planning Area (General Plan Area of Concern). The tension point in all of these discussions has been to determine how best protect the historic character of the community. This tension can best be described as follows:

- A relatively more expansive Sphere of Influence, wherein the City has legislative control and influence, enables an Urban Growth Boundary outside current City Limits that effectively influences the extent of development to protect the City's historic open space context.
- A more restrictive Sphere Of Influence places greater importance on the role of the Area Of Concern (Planning Area) and coordination with San Benito County, to achieve this objective.

The Ad Hoc Committee in 2023 considered models from several communities to that would put the City in the best position to address future growth potential while influencing land use policy within areas considered essential for open space conservation. This careful review included examples of active interagency agreement and coordination necessary to stabilize urban growth boundaries, achieving mutually beneficial goals of protection of open space for conservation, agriculture and resource production.

The following Sphere of Influence, Urban Growth Boundary and Planning Area descriptions are provided to define the role of each of these areas recommended by the Committee and are intended to accompany the delineation maps that the Committee recommends for City Council adoption.

Sphere of Influence

A sphere of influence is a planning boundary outside of an agency's legal boundary (such as the city limit line) that designates the agency's probable future boundary and service area. Factors considered in a sphere of influence review focus on the current and future land use,

the current and future need and capacity for service, and any relevant communities of interest.

The application to LAFCo to establish a SOI is first accomplished via a General Plan Amendment. *Corteze/Knox Herzberg (CA Code) Section 56425(e)* describes the criteria for establishing an SOI as follows :

- (1) The present and planned land uses in the area, including agricultural and open-space lands.
- (2) The present and probable need for public facilities and services in the area.
- (3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- (4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.
- (5) ... the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

Spheres for all cities and special districts are reviewed every five years.

Urban Growth Boundary (UGB)

An Urban Growth Boundary is established by the General Plan. The Committee's recommended UGB is an area that coincides with the City Limit on the North, South and West, and is within the City Limit on the East. The recommended UGB is intended to prohibit urban development and the extension of services to lands outside that boundary. The following General Plan policies would apply to this area. restrict urban development to those areas so delineated.

HO 4.1.4.1 Maintain an Urban Growth Boundary to promote new growth in desirable areas and protect prime agricultural lands and viewsheds

Policy PF 1.2.3 Provide extensions of City potable water service only to properties within the designated sphere of influence. Do not extend service or sell capacity to development on agricultural or open space lands outside the City's Urban Growth Boundary.

Planning Area

Three key features underly the Planning Area concept: 1) Information from the County regarding policies, programs, regulations, and development within the recommended area and 2) Mutual consideration by SJB and County input; and 3) Concerted City and County action.

Implementation methods, timing and anticipated results are proposed to be determined within a MOU or MOA between SJB and the County. The Planning Area is intended to offer a similar level of assurance as the Area of Concern expressed in General Plan Policy 4.4.1, referenced below, with the effective influence of this area determined solely through agreement with the County.

III. CONSIDERATIONS

General Plan and Municipal Code Provisions related to and affected by the SOI/UGB/Planning Area Recommendation

The following are existing policies and laws from General Plan and Municipal Code that are related to the recommended SOI, UGB, and Planning Area. These laws, policies, and regulations, will need to be reviewed, reconsidered, updated and amended as part of any General Plan Amendment to incorporate a modified SOI, UGB or Planning Area (referenced below as the “Area of Concern”), such as that recommended by the Ad Hoc Committee recommendations.

A. General Plan

2.1.4 Area of Concern & Sphere of Influence: “The Area of Concern is the area covered by the General Plan. It includes the City and any land outside that relates to the City’s planning extending beyond the sphere of influence for a total of 3,842 acres. Map 2.2 identifies the proposed Area of Concern and Sphere of Influence for the City.” *As proposed by the Committee this will change to 0 acres.*

4.4.1 Boundaries & Limits: An Area of Concern encompasses and extends beyond the city limits and SOI and bears relation to the City’s planning. Any project in this area of the County should notify the City and receive input. Map 4.1 shows the existing City limits, while Map 4.2 shows the proposed boundaries for the City’s limits, SOI, and Area of Concern. San Juan Bautista 2035 General Plan.

“Preferred Growth Scenario: 6.2.2 Conceptual Land Uses The Preferred Scenario emphasizes infill development along key corridors connecting the main entry gateways of the City to the downtown. Growth in these specific areas can help San Juan Bautista meet its future commercial and residential needs more efficiently. The four areas selected to accommodate future growth needs are: • North 3rd Street Extension • Muckelemy Street at Monterey Street • Historic Downtown • South of State Route 156.” *As proposed by the Committee this is a significant change. How will San H=Juan Baustista meet its future needs? For housing the answer will be via infill development and perhaps higher intensity zoning (taller buildings)”*

“Map 6.1 shows the conceptual land uses proposed under the Preferred Scenario. Map 6.2 depicts new proposed City boundaries where land use is controlled by the City, including an expansion in the southeast portion of the city and a slight expansion to the north. Map 6.3 depicts a proposed expanded sphere of influence (SOI), which defines the city’s ultimate service area and lands for potential future annexations. Map 6.3 also shows the proposed area of concern, which is larger than the SOI and is also related to future planning for the City.” *(see attached maps)*

Policy PF 1.2.3 Provide extensions of City potable water service only to properties within the designated sphere of influence. Do not extend service or sell capacity to development on agricultural or open space lands outside the City’s Urban Growth Boundary. *Will the City extend water services beyond its political boundaries/proposed SOI, will existing services extend beyond the boundaries be allowed to continue?*

Program LU 2.1.1.4 Identify the extent to which existing utility capacity can accommodate future development. *This will come from a new Municipal Services review as part of the LAFCO application.*

LU 3.2.1.1 Develop urban growth boundaries to successfully limit sprawl but do not restrict development to avoid home price increases.

LU 3.2.1.3 Create a green belt zone around the city to maintain the distinct boundaries and the small town feel and to limit sprawl. *A greenbelt zone is not being proposed.*

HO 4.1.4.1 Maintain an Urban Growth Boundary to promote new growth in desirable areas and protect prime agricultural lands and viewsheds.

OS 4.1.2.3 Discourage subdivision of parcels in agricultural production. Minimum parcel size should be 20 acres and 40 acres for non-irrigated land. *There are no 20-acre parcels within the existing City boundary being used for Ag production.*

B. Municipal Code:

6-4-111 Water service outside City – Annexation.

Property outside the City limits requesting new water service connection *shall be required to annex or enter into an irrevocable offer to annex the property into the City limits* prior to connections to City's water distribution system. The property will be responsible to install, construct and extend, to the City's standards, all water mains, lines and water appurtenances to the property boundaries at the sole cost of the property owners and pay all connection fees, impact fees, water meter cost, shut off valves, water service laterals, water valves, fire hydrants and other appurtenances associated with water services to said property. *The property if outside City limits, will be outside the SOI too, and cannot be annexed.*

5-9-600 Outside the City – Approval required.

Except when authorized by resolution of the City Council, which resolution shall contain such terms and conditions and fix such fees as the City Council shall deem appropriate, *no sewer connection permit shall be issued for, nor shall any sewer connection be made to serve, any premises or property located outside the corporate limits of the City.*

C. Future Growth Implications To Be Evaluated Through A General Plan Amendment

1. The City would be wholly dependent upon infill development for increases in property tax revenue.
2. The General Plan amendment would need to assess the infill development potential of existing residential areas and higher density zoning (height, setbacks, FAR) would be necessary to meet a modest demand for housing.

3. The City anticipates a growth rate of 1.9% per year, projected to reach just under 2,500 population in 2031, near the end of the General Plan planning horizon. This rate of growth is tied to financing for infrastructure improvements. An assessment of the growth potential in existing areas and the need for additional development to finance improvements will need to be addressed as part of a General Plan Amendment. Municipal Services Review will parallel the General Plan Amendment.
4. Municipal Code provisions referenced above would make it impossible to extend water service to customers outside the City Limit, as any property outside the City Limit would also be outside the City's Sphere of Influence. Similarly, the recommended Urban Growth Boundary would prohibit undeveloped properties within the East portion of the City from receiving City services.
5. The feasibility of methods of attaining important infrastructure improvements, flood hazard mitigation in particular, south of Hwy 156 and in the north-west portion of town. These areas convey flood waters from outside the City limits. An assessment is necessary to determine if with or without additional development, flood control measures can be constructed by which jurisdiction, and this will also impact the General Plan amendment.

IV NEXT STEPS

- A. Resolution of Intention To Amend The General Plan; County Acceptance and LAFCO Review and Approval

Acceptance of Ad Hoc Committee recommendation would be followed by a series of activities and actions first initiated by a City Council resolution of intention to amend the General Plan. The above referenced Community Plan, currently on hiatus pending completion of the Ad Hoc Committee recommendation, is the best available vehicle to completing a "targeted" General Plan amendment that addresses only those policies affected by the recommendation. The scope of work of this plan would be reframed to address the importance of infill development the need for coordination with the County within the Planning Area.

The amendment process would include community engagement and interagency coordination necessary to establish a SOI/UGB and the Planning Area. The City is required to meet with the County prior to submitting an application to LAFCO under GC section 56425(b). If the two parties reach agreement, then the City submits the SOI update to LAFCO and the Commission is to place "great weight" on this agreement to the extent it is consistent with Commission policies. If the Commission's final action is consistent with the agreement, the City and County shall adopt their agreement at a noticed public hearing, and future decisions within the sphere shall be consistent with the agreement. The City will need to conduct a

planning exercise at the General Plan level to conclude this overall process (see attached scope of work).

In recent discussions with LAFCO about San Juan Bautista's MSR/SOI, the following steps have been identified.

1. City accepts the proposed SOI-UGB and Planning Area boundaries, and comes to agreement with the County regarding the impact of this change and requirement to keep the City informed of all future development concerns within the Planning Area.
2. Discuss with San Benito County a prospective boundary with text, figures and acreages for various land use designations. The map would be accompanied by prospective land use designations, calibrated for 1.9% population growth over the life of the General Plan (2035), basic employment and services assumptions;
3. The City would pre-adopt GP designations and pre-zone the map to include new text, figures and acreages for the various land use designations;
4. City will adopt a related CEQA document to address these changes. As for CEQA, the General Plan has a fairly recent EIR, so it will be necessary to prepare a supplemental or subsequent EIR to address transport VMT requirements and various housing policies that may not have been addressed earlier will need to be addressed.
5. Once adopted by the City Council, the City will apply to LAFCO with the County approved agreement seeking approval to accept the updated the SOI and accompanying MSR update with corresponding processing fees. If the City goes after additional planning grant funding, it may be advisable to include these processing costs in the application.
6. The Commission will decide the final SOI boundary and contents of the MSR which may or may not match what was requested by the City. For this reason, it is good to keep LAFCO informed during the process so important issues can be addressed before final City Council action, if possible.

B. Municipal Service Review (MSR)

Government Code section 56430(a) states that LAFCO shall conduct a service review of the municipal services provided in the county or other appropriate area designated by the Commission in order to update a sphere of influence under Government Code section 56425. An updated MSR is required prior to adoption of a revised Sphere of Influence. The only MSR for San Juan Bautista was completed in 2007. The MSR update relationship to the proposed SOI is to evaluate 7 factors (identified in the Government Code section) that have to do with:

- growth and population projections relying on General Plan growth projections and any related COG information;
- the location of any disadvantaged communities around the agency (and this would also include the agency “City” itself);
- the present and planned capacity of public facilities and related needs and deficiencies;
- the financial ability of the agency to provide those services;
- status and opportunity for shared facilities - such as the proposed sewer and water system connections and opportunities for shared fire and police services;
- accountability for community service needs including government structure (which has more to do with special districts); and
- any other matter related to effective and efficient service the Commission identifies by their own policy.

Completion of the MSR is an important element of the General Plan Amendment process and may influence General Plan conclusions regarding the location, extent and density of land uses necessary to maintain services.

C. Budget Considerations

In February 2023, the City Manager reported to the City Council that over three years has budgeted \$110,000 from the General Fund and spent \$6,800 not including staff time. This amount has been augmented by a \$160,000 Grant from HCD (SB2) and has spent \$133,350. Of \$270,000, \$129,000 remains. Prior to requesting reimbursement from HCD to cover consultant expenses during 2021-22, the City must reframe the Scope of Work of the Community Plan referenced above and recalibrate funds needed to address the Committee recommendation. HCD has given the City flexibility to reframe the Scope of Work during the next six weeks and thereafter to complete work on the Community Plan within the first quarter of 2024. Additional funds from the General Fund may be needed in 2024 to complete the Community Plan, related CEQA documentation Sphere of Influence Proposal to LAFCO.

Attachments:

1. Resolution (includes Exhibit “A”: SOI/UGB/Planning Area recommended mapped areas)
2. General Plan Maps
3. Maps and diagrams: Urban Growth Boundary Committee deliberations

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA STATING THE INTENTION TO UNDERTAKE A TARGETED AMENDMENT OF THE 2016-2035 GENERAL PLAN TO INCORPORATE, AS IT MAY BE AMENDED THROUGH THAT PROCESS, THE RECOMMENDATION OF THE URBAN GROWTH BOUNDARY AD HOC COMMITTEE REGARDING A SPHERE OF INFLUENCE, URBAN GROWTH BOUNDARY AND PLANNING AREA

WHEREAS, in June of 2020 the City Council was informed by LAFCO that the proposed Sphere of Influence reference in 2016-2035 General Plan Maps 2.2, 6.1-6.3 had not been submitted by the City for LAFCO approval, resulting in an inconsistency between the adopted Sphere of Influence and the Sphere of Influence represented in the 2016-2035 General Plan; and

WHEREAS, the Area of Concern referenced in General Plan Maps 2.2 and 6.3 has not been implemented and an Urban Growth Boundary referenced in the General Plan has not been delineated; and

WHEREAS, establishment of a Sphere of Influence and implementation of the Area of Concern (Planning Area) are vital to the protection of the City's historical character and setting which underpins the City's cultural and economic well-being and community values; and

WHEREAS, in August of 2020 the City established an Urban Growth Boundary Ad Hoc Committee ("UGB Ad Hoc Committee") to determine the optimal method of protecting the City's historical character by protecting the open space resource values surrounding the City. The Mission of the UGB Committee is stated as follows: *The mission of the Urban Growth/Sphere of Influence Ad-Hoc Committee is to establish limits to, and boundaries for growth that will serve and protect the City of San Juan Bautista now and in the future*; and

WHEREAS, during the period 2021-2023 the UGB Ad Hoc Committee diligently considered two competing perspectives involving the Sphere of Influence and Urban Growth Boundary, Greenbelt, or Planning Area (General Plan Area of Concern) described by the following two perspectives:

- A relatively more expansive Sphere of Influence provides the City with legislative control and influence, enabling creation of an Urban Growth Boundary outside current City Limits that effectively controls the extent of development sufficient to protect the City's historic open space context.
- A more restrictive Sphere of Influence emphasizes the primary role of the Area Of Concern (Planning Area) within which measures agreed upon with San Benito County, to achieve open space resource protection within that delineated area.

WHEREAS, to resolve this question, the UGB Ad Hoc Committee considered a variety of factors, including property owner and community input and resource and

development constraints to determine recommendations for Sphere of Influence, Urban Growth Boundary and Planning Area (coterminous with Area Of Concern); and

WHEREAS, the UGB Ad Hoc Committee has recognized that a recommendation to change the delineation of these areas within the General Plan and which will be formally adopted by LAFCO will require amendment to certain General Plan policies, objectives and programs.

NOW THEREFORE, BE IT RESOLVED, the City Council hereby adopts the following:

- 1) Accept the proposed Sphere of Influence, Urban Growth Boundary and Planning Area boundaries recommended in the maps attached as Exhibit A to the Resolution from the UGB Ad Hoc Committee;
- 2) State the intention to Amend the 2035 General Plan targeting only those policies, objectives and programs affected by an amended Sphere of Influence, adoption of an Urban Growth Boundary and adoption of a Planning Area;
- 3) Direct the UGB Ad Hoc Committee to work with San Benito County to establish a Planning Area and related Memorandum of Agreement/Understanding.

PASSED AND APPROVED this 17th day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

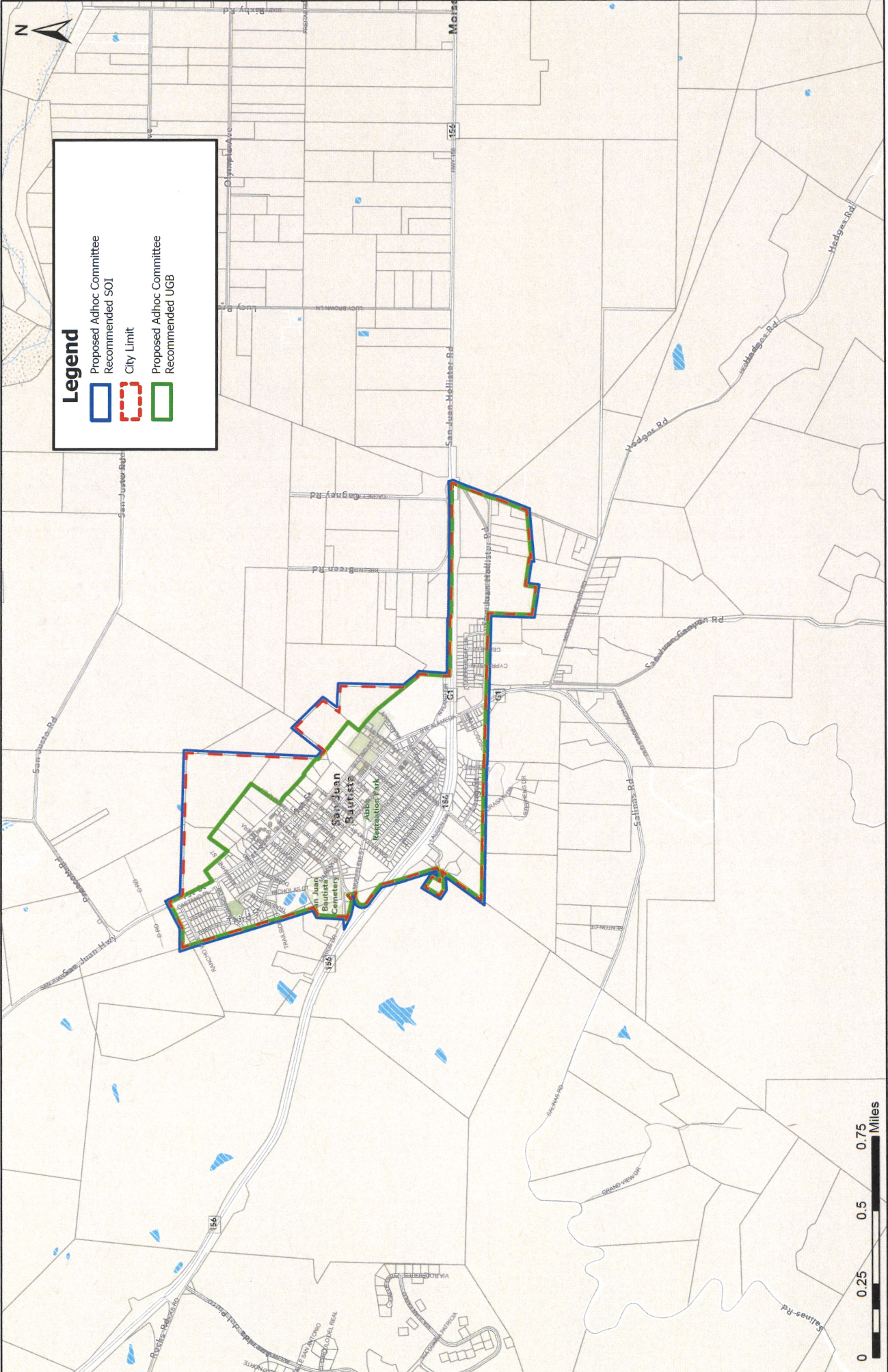
APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

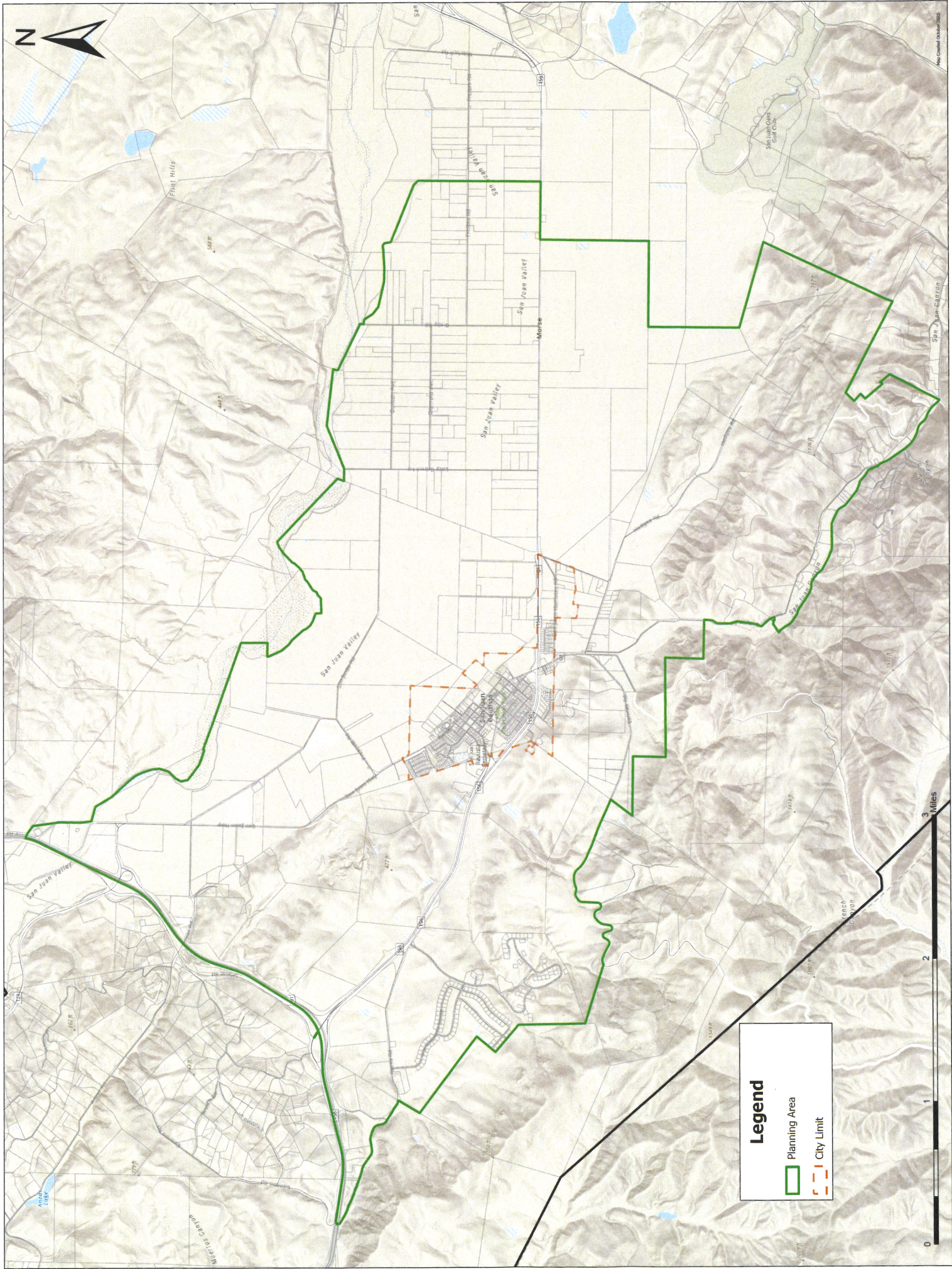
Elizabeth Soto, Deputy City Clerk

Exhibit A- two maps- 1: SOI and UGB, and 2) Planning Area



Legend

	Proposed Adhoc Committee Recommended SOI
	City Limit
	Proposed Adhoc Committee Recommended UGB



Legend

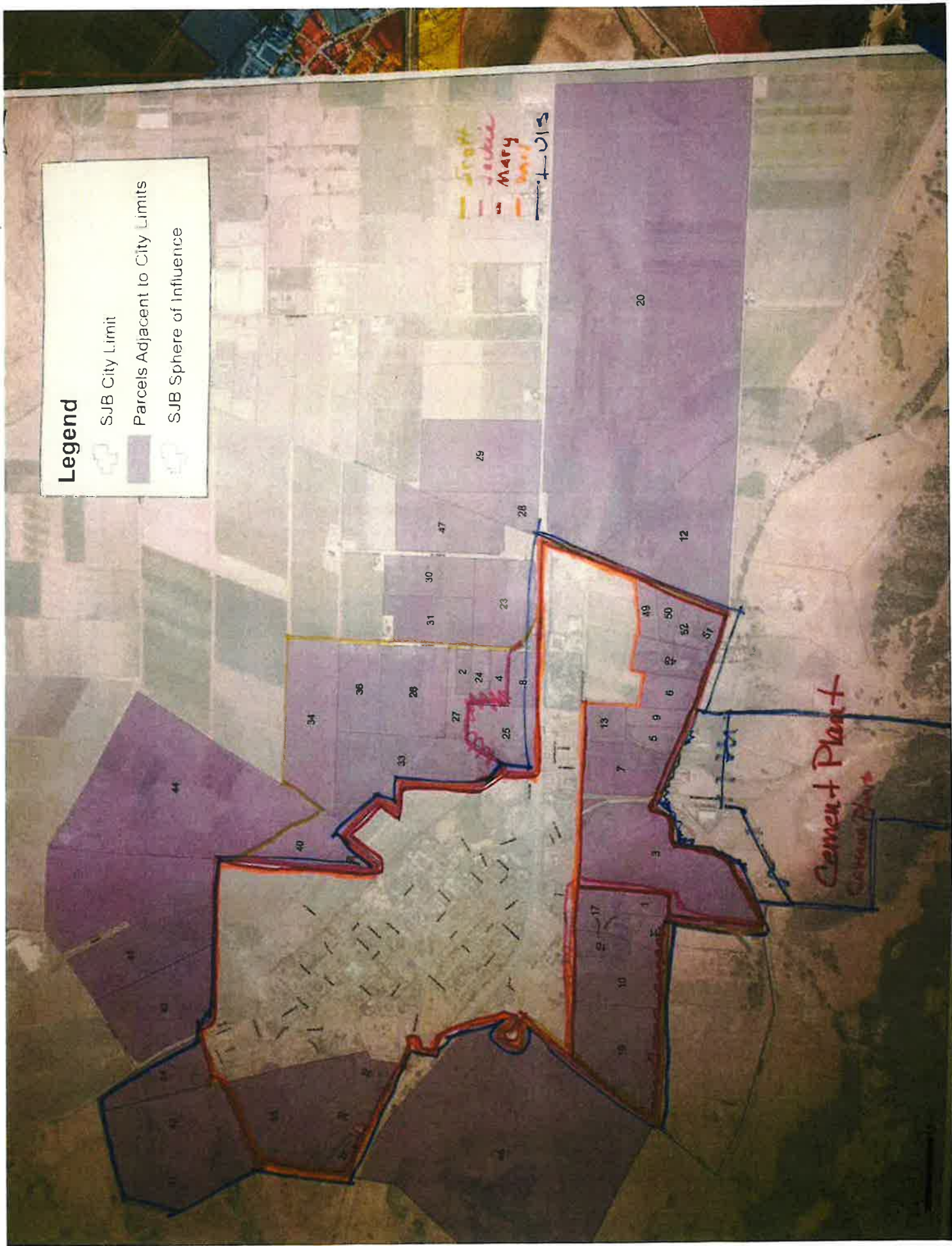
SJB City Limit

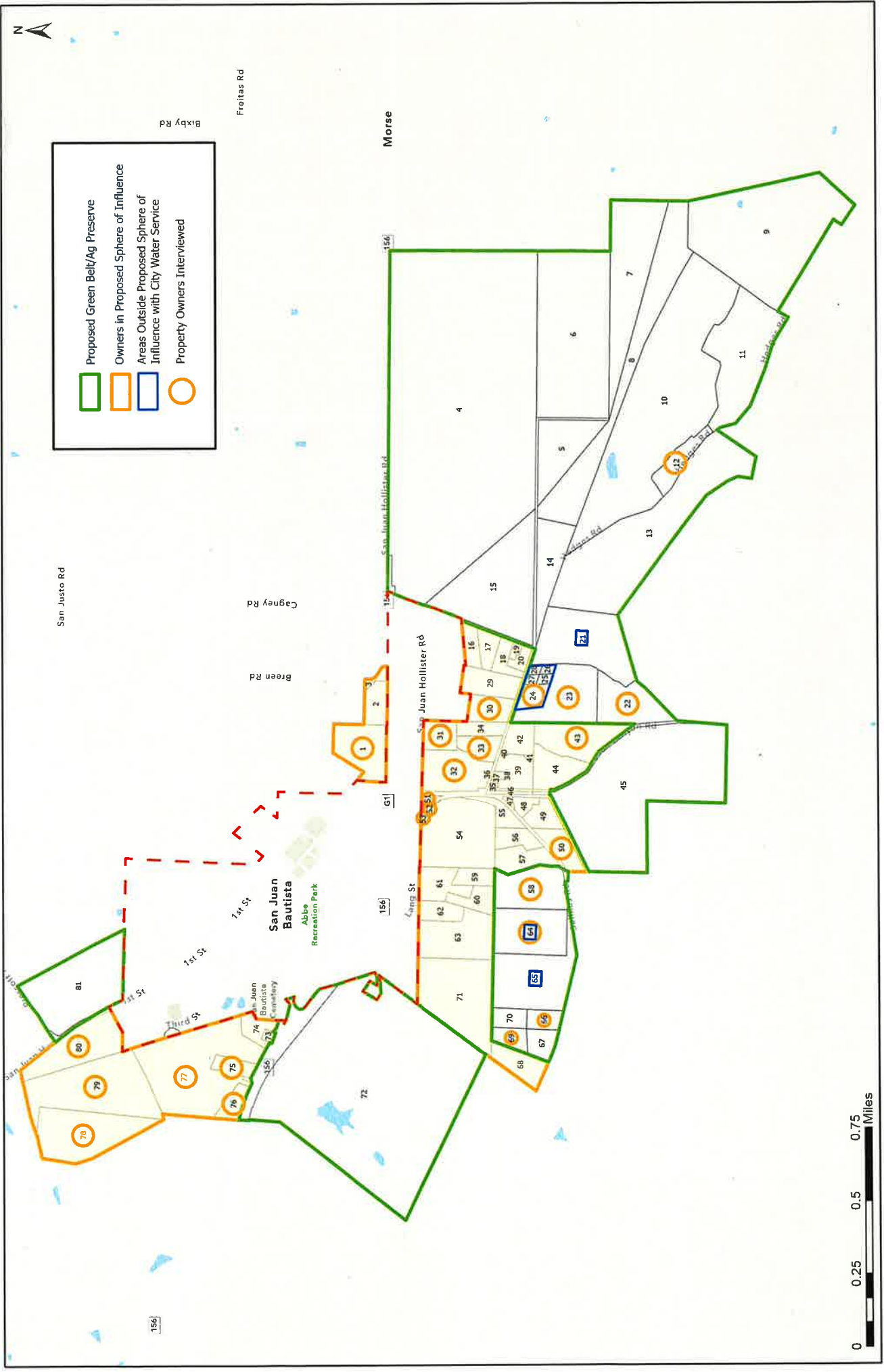
Parcels Adjacent to City Limits

SJB Sphere of Influence

Frank
Jackie
Mary
Luis

Cement Plant
Cotton Plant







City of San Juan Bautista

The "City of History"

Office of the City Manager

P.O. Box 1420, 311 Second Street

San Juan Bautista CA 95045

(831) 623-4661 x 14 C (831) 594-6322 (New!)

There are advantages and disadvantages to owning a parcel within the SOI or outside and adjacent to it. Committee did consider an UGB that is the same as the SOI rather than larger as it was in 1998.

There is still time to debate whether the yellow parcels to be preserved will be included, or be outside the SOI in a separate "Planning Area." The Ad Hoc Committee has not had that discussion.

Since the Ad Hoc Committee last met, the City sent invitations to all property owners within the City limits and around the City limits to attend community meetings in May and June. The video of the May 4 meeting, and notes from the other meetings are all on the City's website. The two-tier map is also there with other mapping options to consider. This background and history can be found here:

https://www.san-juan-bautista.ca.us/departments/planning/projects_of_community_interest.php

If you own property within the City limits or around the City limits, this work may directly impact your property's value and development potential. The Chair of the Ad Hoc, Councilmember Scott Freels, would like to invite anyone not familiar with this project to attend this meeting October 29th to learn more and share concerns, comments and questions. It is important to provide your feedback and contribute now, before the application is sent to the Planning Commission, then City Council and eventually to LAFCo.

Thank you again for your help in moving this project forward. Feel free to reach me at citymanager@san-juan-bautista.ca.us or call if you need anything from the City.

Sincerely,

Don Reynolds
City Manager

cc: City Council
Planning Commission



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easements (cultural, historical, agricultural) to buffer the City from sprawl development and preserve its cultural integrity (the purpose of the UGB).

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There is still time to debate whether the yellow parcels to be preserved will be included, or be outside the SOI in a separate "Planning Area." The Ad Hoc Committee has not had that discussion.

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Thank you again for your help in moving this project forward. Please feel free to reach me at citymanager@san-juan-bautista.ca.us or call if you need anything from the City.

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Don Reynolds
City Manager

cc: City Council
Planning Commission

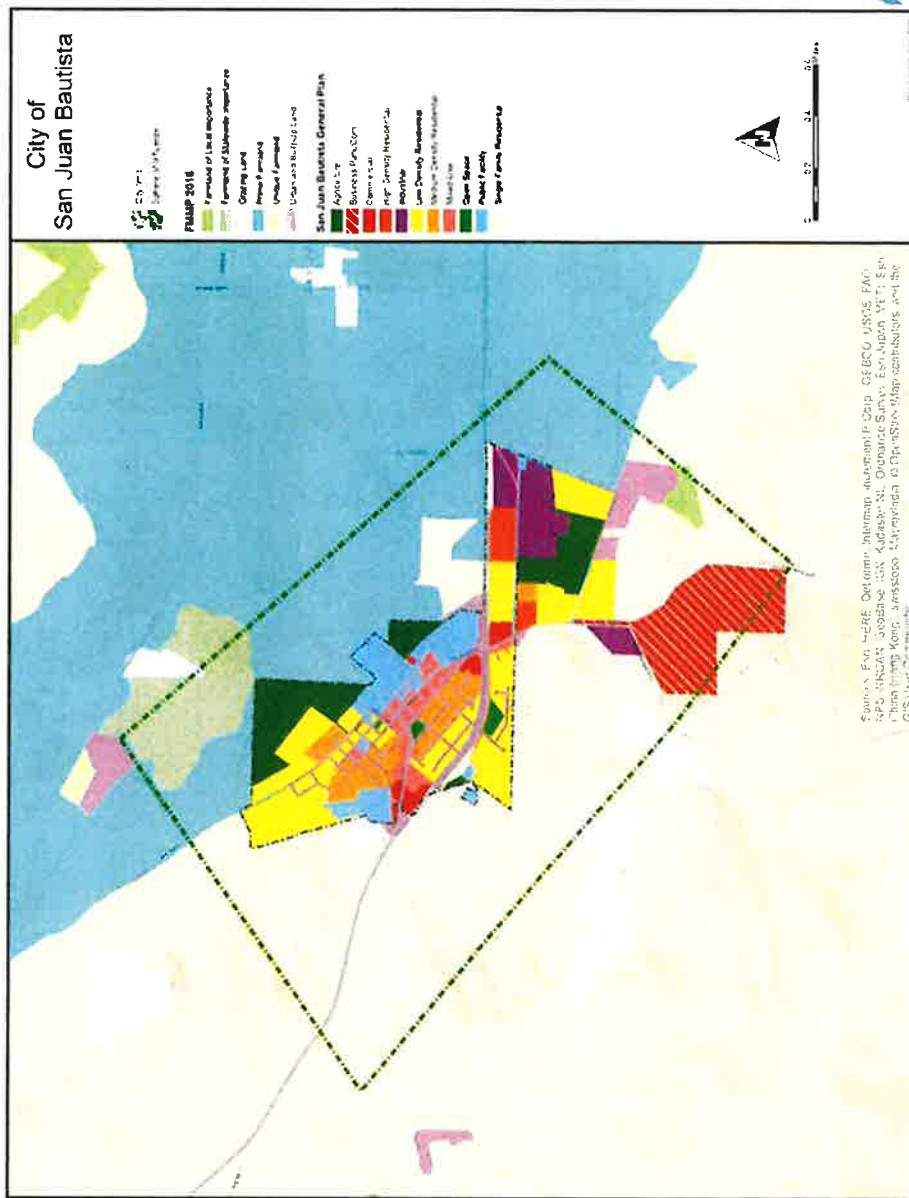


Agricultural Resources:

Prime Soil

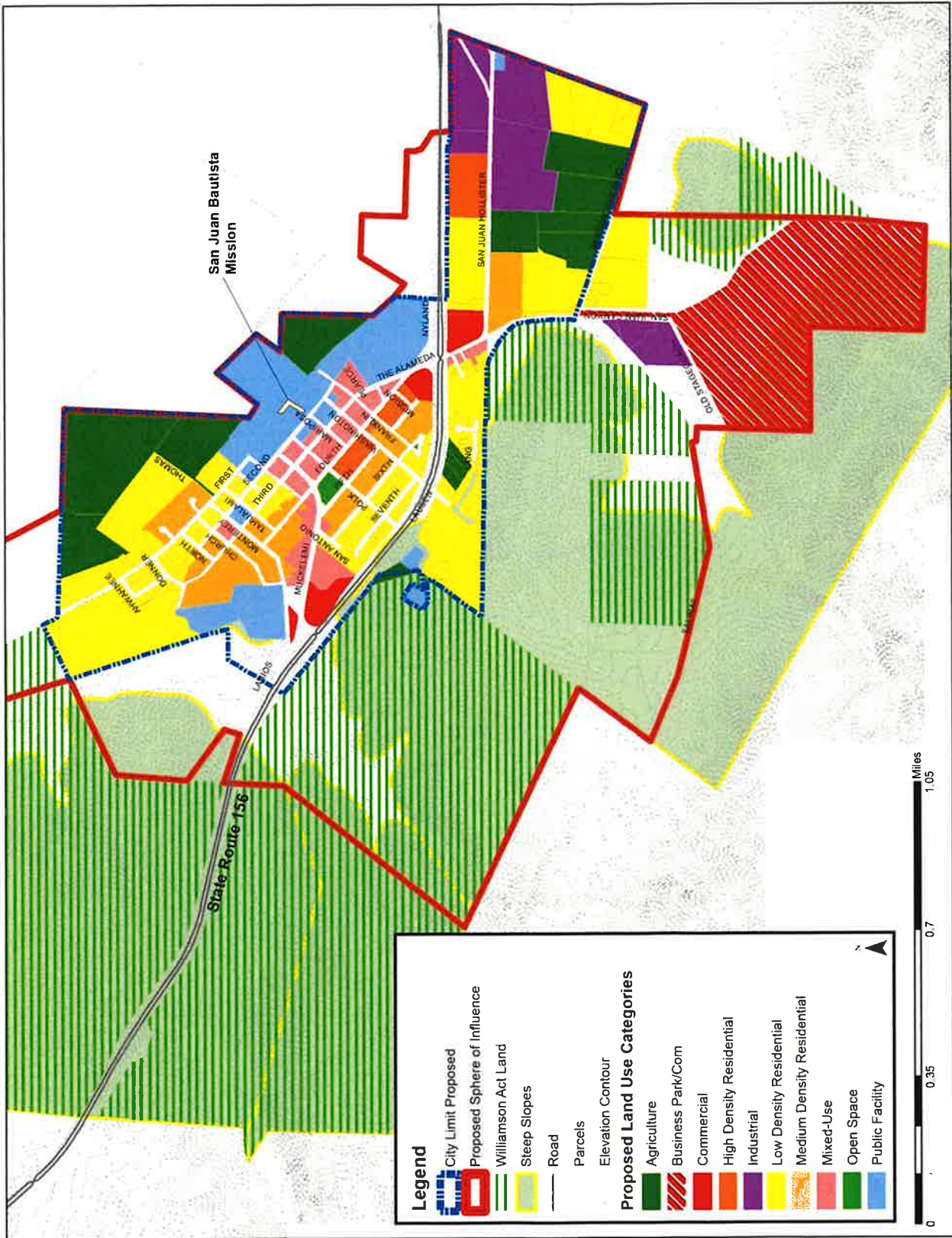
Grazing Land

Statewide Impt.



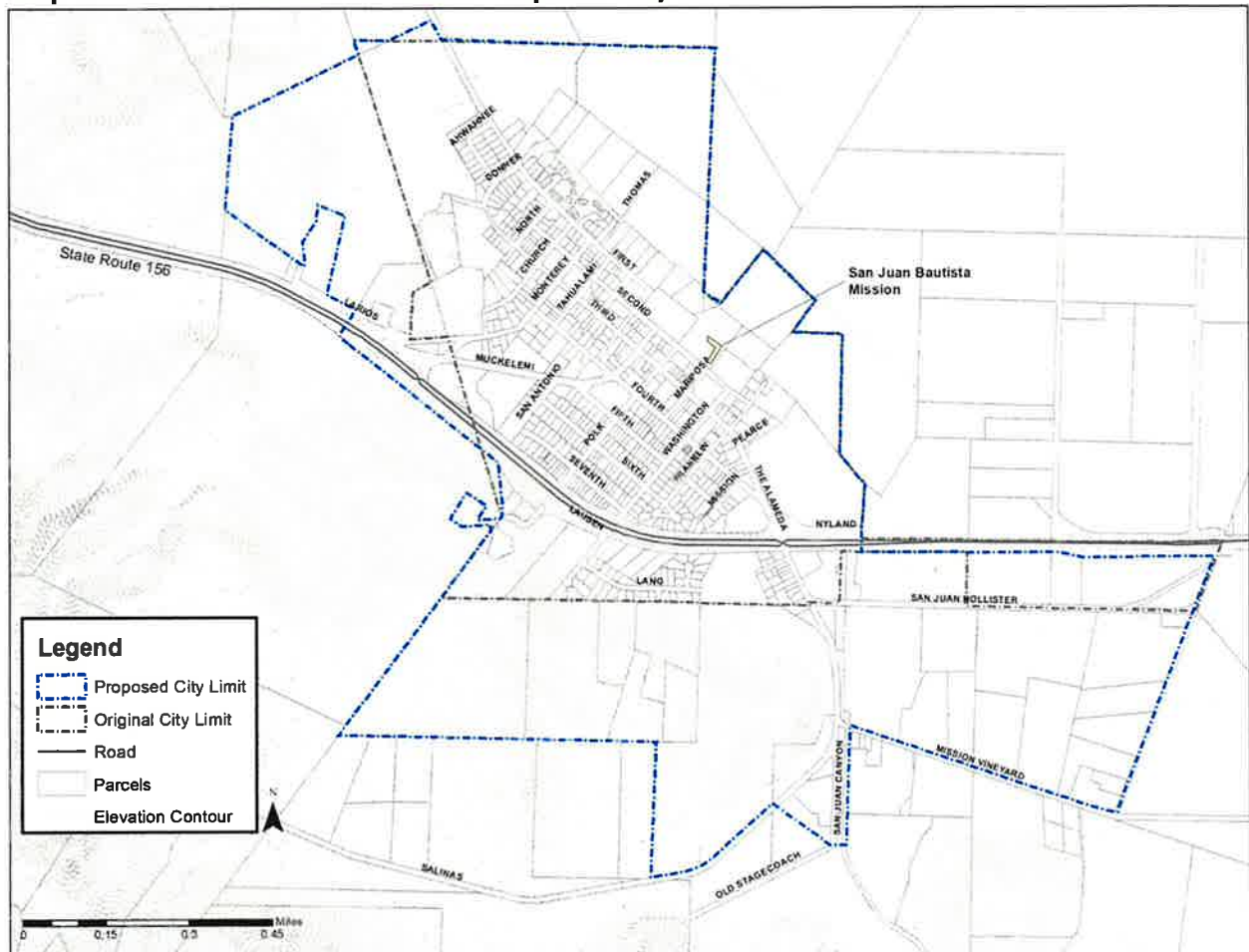
63/11

Map 6.1 Preferred Growth Scenario Conceptual Land Use Map



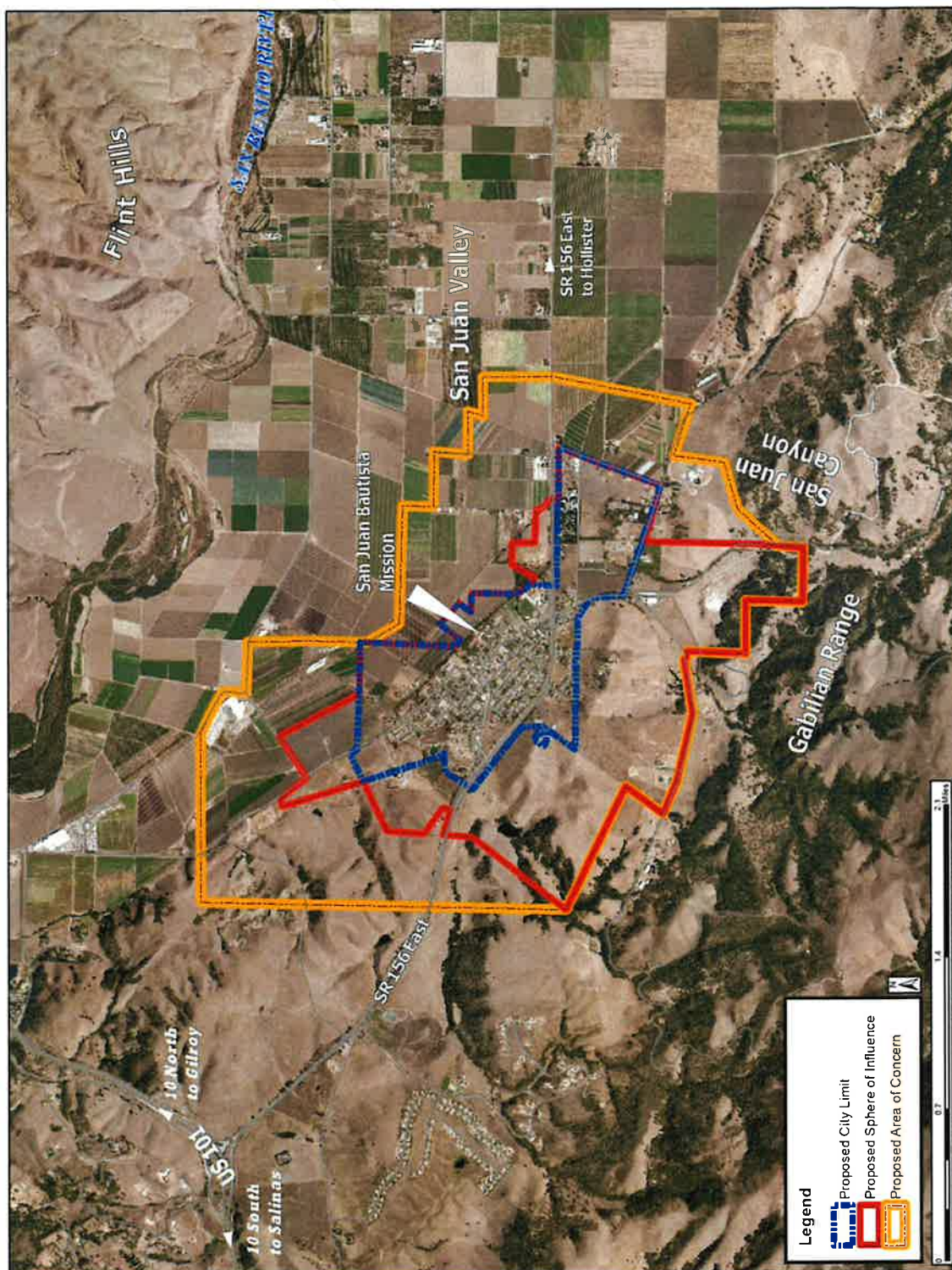
Rene Anchieta, San Benito County GIS, 2015

Map 6.2 Preferred Growth Scenario Proposed City Boundaries

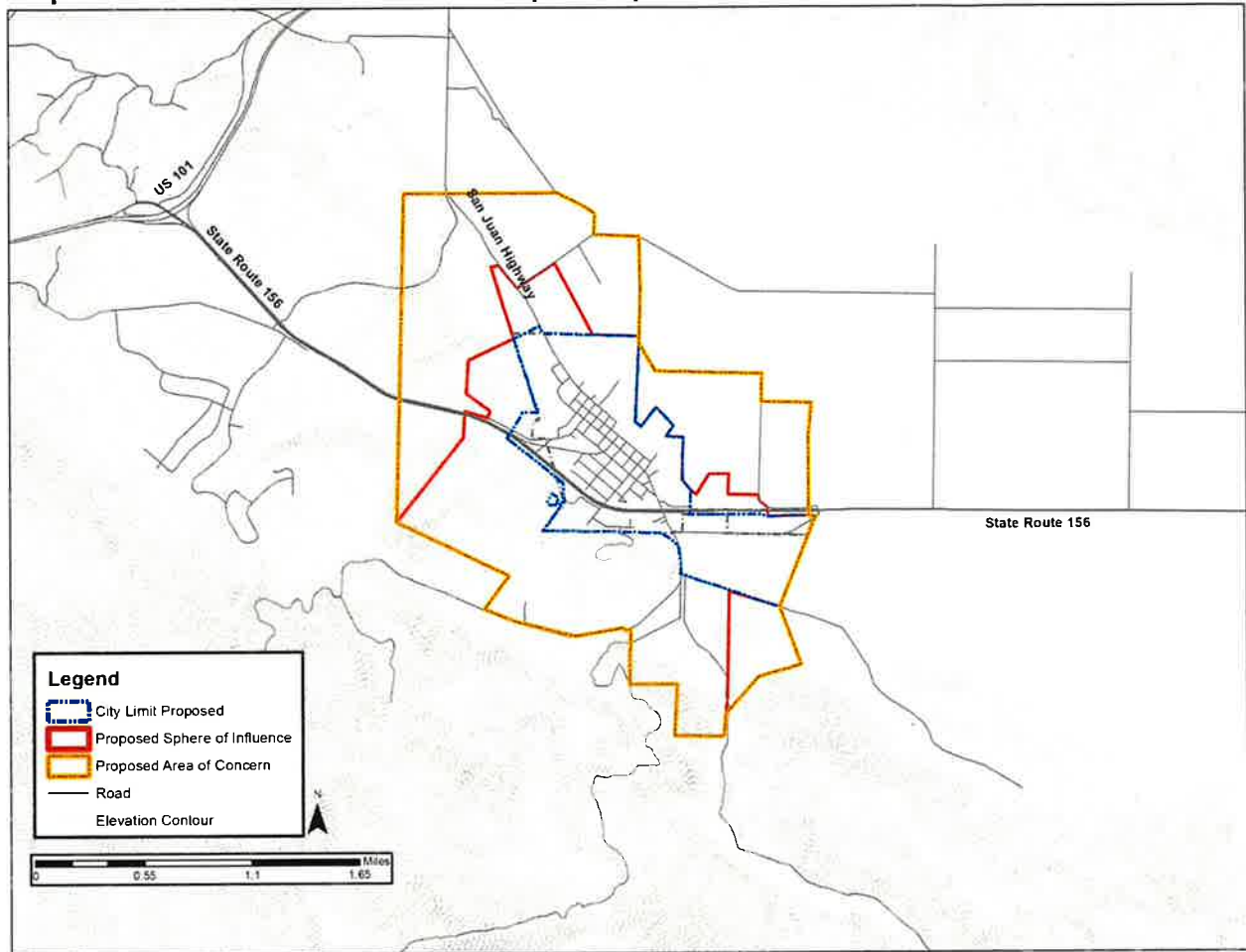


Rene Anchieta, San Benito County GIS, 2015

Map 2.2 Proposed Planning Area and Sphere of Influence, San Juan Bautista



Rene Anchieta, San Benito County GIS, 2015

Map 6.3 Preferred Growth Scenario Proposed Sphere of Influence

Rene Anchieta, San Benito County GIS, 2015

Housing

The Preferred Growth Scenario concentrates residential growth in selected areas of the City. This growth takes place in the following four key areas:

- Area 1: North 3rd Street Extension
- Area 2: Muckelemy Street at Monterey Street
- Area 3: Historic Downtown
- Area 4: South of State Route 156

The relocation of the wastewater treatment plant from Area 1 will allow for opportunities to create open space. Area 2, along Muckelemy Street, is identified as a strategic location for mixed-use housing with diverse densities continuing through the downtown corridor. These additional residential options in a vibrant downtown area will attract year-round residents, tourists, and investment. South of SR 156 and west of The Alameda, limited single-family



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: OCTOBER 17, 2023

DEPARTMENT: ADMINISTRATION

FROM: DON REYNOLDS, CITY MANAGER

TITLE: FILL A VACANCY ON THE PLANNING COMMISSION /
HISTORIC RESOURCES BOARD

RECOMMENDED MOTION:

Receive feedback from the AdHoc Committee, and direct the City Council to act in one of three possible ways:

Because interviews were not done together by the AdHoc Committee, consider the process as incomplete, and either

- a. Re-direct the AdHoc Committee to interview the candidates together;
- b. Appoint a new Ad-Hoc Committee; or
- c. Consider re-opening the application process for one position on the Planning Commission/HRB.

BACKGROUND:

This is the chronology of the efforts in 2023 to fill the vacancy on the Commission:

June 2	Vacancy (Commissioner Mishelle Newkirk-Smith – Resigned)
June 26	Flyer posted on city website and in the standard three posting locations
July 18	Ad Hoc Committee Formed – Mayor Pro Tem Freeman / Councilmember Morris-Lopez
July 28	New deadline to submit applications
August 15	Vote on one application received – Council declined application / Council motioned to re-open the application process
August 29	New deadline to submit applications – 2 applications received

Below is the City's Municipal Code 2-3 (D):

(D) When there is a vacancy to be filled on the Planning Commission, except for a successful reappointment of a Planning Commission member for a successive, consecutive term as defined in subsection (E) of this Section, the City Council shall appoint an ad hoc subcommittee of two (2) members to receive applications and/or resumes, select qualified candidates for interviews, conduct interviews and make a brief report with a recommendation to the City Council. The City Council shall consider and vote on the recommendation and shall appoint the applicant who receives a majority of votes to the Planning Commission. If an applicant does not receive a majority of votes, the ad hoc subcommittee shall select a new candidate and present that candidate to the City Council at the following meeting.

The AdHoc Committee did not get together interview the two applicants for the one vacant position.



CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

DATE: OCTOBER 17, 2023

DEPARTMENT: CITY MANAGER

FROM: DON REYNOLDS, CITY MANAGER

TITLE: FIRST STEPS IN CONSIDERING AND ESTABLISHING A GOLF CART/NEV TRANSPORTATION PLAN IN SAN JUAN BAUTISTA

RECOMMENDED ACTION:

Direct Staff to:

1. Hold a Public Workshop to obtain community input on developing a Golf Cart/Neighborhood Electric Vehicle (NEV) Plan for The City of San Juan Bautista.
2. Authorize Staff to prepare an RFP to select and engage a Transportation Professional to moderate this workshop and prepare a summary report with recommendations and potential findings for Council Consideration. This report will define next steps which may include “no action” or may recommend adding the project to the Strategic Plan and implementation as appropriate.

BACKGROUND AND DISCUSSION:

On September 22, 2022 City Council was introduced to the concept of adopting a Golf Cart/NEV Plan as the first step in implementing an ordinance to allow and regulate these vehicles for use on City Streets. The Council, upon learning that State and local laws do not prohibit certain qualifying vehicles from currently operating on local streets, indicated that no action would be taken at that time, and requested additional information. The purpose of this report is to provide information for consideration and potential action.

The following information and definitions serve as a background to understand current laws and the planning process to adopt a Golf Cart/NEV Plan and Ordinance.

DEFINITIONS: VEHICLE CODE AND AB584

Several portions of the California Vehicle Code (CVC) regard golf carts as motor vehicles, including CVC 345, CVC 4019, and CVC 21115. AB584 requires a NEV Plan that defines what a legal NEV is, and requires a CA Driver’s License, and insurance to operate one. This law identifies where golf-cart lanes can be developed within the city by a traffic engineer and Restricts the use of a golf cart or NEV to these special designated areas. It defines three types of golf cart lanes, with the most applicable to San Juan Bautista being “Class III lanes” which provide for

shared use with automobile traffic on streets with speeds of 35 miles or less. Every street in San Juan Bautista meets this criterion. They can cross state highways where traffic is controlled.

DEFINITION - GOLF CART: Under the law, a golf cart is defined as a motor vehicle with four wheels and weighs less than 1,300 pounds when unloaded and is designed to be operated at no more than 15 mph. By design, it carries golf equipment and should have no more than two people on board including the driver.

Golf carts are street legal in California – but only when they’re properly equipped. A street-legal version of a golf cart is a motor vehicle that is based on the traditional body design made to carry golf equipment but has been modified to meet California’s requirements for street driving. To be street legal, a golf cart must have the following equipment, according to the DMV:

- A minimum of one headlamp
- A minimum of one tail lamp
- A minimum of one stop lamp
- Front and rear turn signals
- Front and side reflectors
- A rear reflector
- A rear-view mirror that shows 200 feet to the rear
- A horn
- Fenders
- A windshield made of safety glass
- Windshield wipers

DEFINITION - NEV: Some “golf carts” are technically considered Low-Speed Vehicles (LSV’s) or Neighborhood Electric Vehicle (NEV’s) instead of golf carts under California law. If a vehicle has four wheels and weighs less than 3,000 pounds but can exceed 20 mph, it is considered a LSV or NEV, and must be registered. The law says registered LSV/NEVs should:

- Have 17-digit vehicle identification numbers (VINs)
- Meet Federal Motor Vehicle Safety Standards (FMVSSs) for operating on public roadways
- Be operated by someone with a valid California driver’s license
- Be covered by insurance

TITLE AND REGISTRATION- Standard golf carts operating solely on golf courses are not typically titled. They operate at low speeds and stay within the borders of the golf course, plus they don’t have the necessary equipment to be street legal. However, to drive a golf cart anywhere beyond one mile of a golf course, it should be titled and registered with the state of California. If you operate an LSV/NEV, the title/registration process is required.

DISCUSSION:

IS A GOLF CART/NEV PLAN NECESSARY?

Developing a Plan and Ordinance would only be advantageous if the Council and community agree that:

1. Expanded use of golf carts/NEV's should be encouraged, and use of these vehicles would benefit the general local community.
2. Current use, without regulation and enforcement would be detrimental to the safety of the community.
3. Parking and storage of these vehicles in relation to the public right-of-way should be regulated.

ELEMENTS OF A GOLF CART/NEV PLAN:

- Hold public workshops, as appropriate to determine the desirability and need for a Golf Cart/NEV Transportation Plan.
- Prepare and Adopt a Golf Cart/NEV Transportation Plan. Golf Carts and NEV's as a form of "multi-modal transportation."
- Describe impacts and benefits of accommodating Golf Carts and NEV's. These considerations may include environmental (air quality, energy, climate change, etc), business and commerce, convenience, sense of community, individual and local economics.
- Assess vehicle equipment, operation, parking, and storage requirements.
- Assess routes, signage, pavement legends.
- Assess mobility and accessibility provisions.
- Seek input from the community, COG, Cal-Trans, and law enforcement.
- Develop appropriate local Standards.
- The City Council must make specific findings addressing safety.
- Develop a funding strategy, which may include active transportation plan funds, or other regional or State grants, as well as Traffic Impact Fee or other local transportation funding sources.

ATTACHMENT:

State Law 2010



LEGISLATIVE INFORMATION

[Home](#) | [Bill Information](#) | [California Law](#) | [Publications](#) | [Other Resources](#) | [My Subscriptions](#) | [My Favorites](#)**AB-584 Neighborhood electric vehicles.** (2009-2010)

SHARE THIS:

**Assembly Bill No. 584**

CHAPTER 437

An act to add and repeal Chapter 8.1 (commencing with Section 1966) of Division 2.5 of the Streets and Highways Code, and to amend Sections 21251 and 21260 of the Vehicle Code, relating to neighborhood electric vehicles.

[Approved by Governor September 29, 2010. Filed with Secretary of State September 29, 2010.]

LEGISLATIVE COUNSEL'S DIGEST

AB 584, Huber. Neighborhood electric vehicles.

Existing law defines "low-speed vehicle" for purposes of the Vehicle Code as a motor vehicle, other than a motortruck, with 4 wheels that is capable of a minimum speed of 20 miles per hour and a maximum speed of 25 miles per hour on a paved level surface and that has a gross vehicle weight rating of less than 3,000 pounds. Existing law imposes certain restrictions on the use of low-speed vehicles on public streets and highways, and generally requires an operator of a low-speed vehicle to have a driver's license. A low-speed vehicle is also known as a neighborhood electric vehicle. A violation of the Vehicle Code is an infraction, unless otherwise specified.

Existing law authorizes a city or county to establish a golf cart transportation plan subject to the review of the appropriate transportation planning agency and traffic law enforcement agency. Existing law provides that operating a golf cart other than on an authorized roadway is an infraction punishable by a fine not exceeding \$100. Existing law authorizes, until January 1, 2012, the City of Lincoln and the City of Rocklin in the County of Placer to establish a neighborhood electric vehicle transportation plan and authorizes, until January 1, 2013, the County of Orange to establish a neighborhood electric vehicle transportation plan for the Ranch Plan Planned Community in that county. A person operating a neighborhood electric vehicle in a plan area in violation of certain provisions is guilty of an infraction punishable by a fine not exceeding \$100.

This bill, until January 1, 2016, would authorize the County of Amador and the Cities of Jackson, Sutter Creek, and Amador City, jointly or individually, to establish a similar neighborhood electric vehicle transportation plan, and would make a person in violation of certain provisions subject to the same penalties. The bill would also require the plan to be submitted to the Director of Transportation for approval. The bill would require a report to the Legislature by January 1, 2015. Because the bill would create a new crime, it would impose a state-

mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would incorporate additional changes to Sections 21251 and 21260 of the Vehicle Code made by this bill and AB 1781 to take effect if both bills are chaptered and this bill is chaptered last.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 8.1 (commencing with Section 1966) is added to Division 2.5 of the Streets and Highways Code, to read:

CHAPTER 8.1. Neighborhood Electric Vehicle Transportation Plan for the County of Amador and the Cities of Jackson, Sutter Creek, and Amador City

1966. It is the intent of the Legislature, in enacting this chapter, to authorize the County of Amador and the Cities of Jackson, Sutter Creek, and Amador City to establish a neighborhood electric vehicle (NEV) transportation plan. The purpose of this NEV transportation plan is to further the vision of creating a sustainable development that reduces gasoline demand and vehicle emissions by offering a cleaner, more economical means of local transportation within the plan area. It is the further intent of the Legislature that this NEV transportation plan be designed and developed to best serve the functional travel needs of the plan area, to have the physical safety of the NEV driver's person and property as a major planning component, and to have the capacity to accommodate NEV drivers of every legal age and range of skills.

1966.1. The following definitions apply to this chapter:

(a) "Plan area" means any portion of the unincorporated area of the County of Amador, and of the Cities of Jackson, Sutter Creek, and Amador City, and any streets and roads under the jurisdiction of any of those entities, to the extent the entity has adopted a NEV transportation plan pursuant to Section 1966.2, including the privately owned land of any owner that consents to its inclusion in the plan.

(b) "Neighborhood electric vehicle" or "NEV" means a low-speed vehicle as defined by Section 385.5 of the Vehicle Code.

(c) "NEV lanes" means all publicly or privately owned facilities that provide for NEV travel including roadways designated by signs or permanent markings which are shared with pedestrians, bicyclists, and other motorists in the plan area.

1966.2. (a) The County of Amador, and the Cities of Jackson, Sutter Creek, and Amador City, jointly, or any of these entities individually, may, by ordinance or resolution, adopt a NEV transportation plan for the plan area.

(b) The transportation plan shall have received a prior review and the comments of the Amador County Transportation Commission and any agency having traffic law enforcement responsibilities in an entity adopting a plan.

(c) The transportation plan may include the use of a state highway, or any crossing of the highway, subject to the approval of the Department of Transportation.

1966.3. The transportation plan shall include, but need not be limited to, all of the following elements:

(a) Route selection, which includes a finding that the route will accommodate NEVs without an adverse impact upon traffic safety, and will consider, among other things, the travel needs of commuters and other users.

(b) Transportation interfacing, which shall include, but not be limited to, coordination with other modes of transportation so that a NEV driver may employ multiple modes of transportation in reaching a destination in the plan area.

(c) Provision for NEV-related facilities, including, but not limited to, special access points, special NEV turnouts, and NEV crossings.

(d) Provisions for parking facilities at destination locations, including, but not limited to, community commercial centers, golf courses, public areas, and parks.

(e) Provisions for special paving, road markings, signage, and striping for NEV travel lanes, road crossings, parking, and circulation, as appropriate.

(f) Provisions for NEV electrical charging stations.

(g) NEV lanes for the purposes of the transportation plan shall be classified as follows:

(1) Class I NEV routes provide for a completely separate right-of-way for the use of NEVs.

(2) Class II NEV routes provide for a separate striped lane adjacent to roadways with speed limits of 55 miles per hour or less.

(3) Class III NEV routes provide for shared use by NEVs with conventional vehicle traffic on streets with speed limits of 35 miles per hour or less.

1966.4. If an entity adopts a NEV transportation plan for the plan area pursuant to Section 1966.2, it shall do all of the following:

(a) Establish minimum general design criteria for the development, planning, and construction of separated NEV lanes, including, but not limited to, the design speed of the facility, the space requirements of the NEV, and roadway design criteria, if the plan envisions separated NEV lanes.

(b) In cooperation with the department, establish uniform specifications and symbols for signs, markers, and traffic control devices to control NEV traffic; to warn of dangerous conditions, obstacles, or hazards; to designate the right-of-way as between NEVs, other vehicles, and bicycles, as may be applicable; to state the nature and destination of the NEV lane; and to warn pedestrians, bicyclists, and motorists of the presence of NEV traffic.

(c) Submit the transportation plan to the director for approval following a review and recommendation by the California Traffic Control Devices Committee.

1966.5. If an entity adopts a NEV transportation plan for the plan area pursuant to Section 1966.2, it shall also adopt all of the following as part of the plan:

(a) NEVs eligible to use NEV lanes shall meet the safety requirements for low-speed vehicles as set forth in Section 571.500 of Title 49 of the Code of Federal Regulations.

(b) Minimum safety criteria for NEV operators, including, but not limited to, requirements relating to NEV maintenance and NEV safety. Operators shall be required to possess a valid California driver's license and to comply with the financial responsibility requirements established pursuant to Chapter 1 (commencing with Section 16000) of Division 7 of the Vehicle Code.

(c) (1) Restrictions limiting the operation of NEVs to NEV routes identified in the transportation plan, and allowing only those NEVs that meet the safety equipment requirements specified in the plan to be operated on those routes.

(2) Any person operating a NEV in the plan area in violation of this subdivision is guilty of an infraction punishable by a fine not exceeding one hundred dollars (\$100).

1966.6. (a) If any of the entities described in subdivision (a) of Section 1966.2 adopt a NEV transportation plan pursuant to this chapter, the adopting entity or entities shall submit a report to the Legislature on or before January 1, 2015, in consultation with the Department of Transportation, the Department of the California Highway Patrol, and local law enforcement agencies.

(b) The report shall include all of the following:

(1) A description of the NEV transportation plan and its elements that have been authorized up to that time.

(2) An evaluation of the effectiveness of the NEV transportation plan, including its impact on traffic flows and safety.

(3) A recommendation as to whether this chapter should be terminated, continued in existence applicable solely to the County of Amador and the Cities of Jackson, Sutter Creek, and Amador City, or expanded statewide.

1966.7. This chapter shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

SEC. 2. Section 21251 of the Vehicle Code is amended to read:

21251. Except as provided in Chapter 7 (commencing with Section 1963), Chapter 8 (commencing with Section 1965), and Chapter 8.1 (commencing with Section 1966) of Division 2.5 of the Streets and Highways Code, and Sections 4023, 21115, and 21115.1, a low-speed vehicle is subject to all the provisions applicable to a motor vehicle, and the driver of a low-speed vehicle is subject to all the provisions applicable to the driver of a motor vehicle or other vehicle, when applicable, by this code or another code, with the exception of those provisions that, by their very nature, can have no application.

SEC. 2.5. Section 21251 of the Vehicle Code is amended to read:

21251. Except as provided in Chapter 7 (commencing with Section 1963), Chapter 7.1 (commencing with Section 1964), Chapter 8 (commencing with Section 1965), and Chapter 8.1 (commencing with Section 1966) of Division 2.5 of the Streets and Highways Code, and Sections 4023, 21115, and 21115.1, a low-speed vehicle is subject to all the provisions applicable to a motor vehicle, and the driver of a low-speed vehicle is subject to all the provisions applicable to the driver of a motor vehicle or other vehicle, when applicable, by this code or another code, with the exception of those provisions that, by their very nature, can have no application.

SEC. 3. Section 21260 of the Vehicle Code is amended to read:

21260. (a) Except as provided in paragraph (1) of subdivision (b), or in an area where a neighborhood electric vehicle transportation plan has been adopted pursuant to Chapter 7 (commencing with Section 1963), Chapter 8 (commencing with Section 1965), or Chapter 8.1 (commencing with Section 1966) of Division 2.5 of the Streets and Highways Code, the operator of a low-speed vehicle shall not operate the vehicle on any roadway with a speed limit in excess of 35 miles per hour.

(b) (1) The operator of a low-speed vehicle may cross a roadway with a speed limit in excess of 35 miles per hour if the crossing begins and ends on a roadway with a speed limit of 35 miles per hour or less and occurs at an intersection of approximately 90 degrees.

(2) Notwithstanding paragraph (1), the operator of a low-speed vehicle shall not traverse an uncontrolled intersection with any state highway unless that intersection has been approved and authorized by the agency having primary traffic enforcement responsibilities for that crossing by a low-speed vehicle.

SEC. 3.5. Section 21260 of the Vehicle Code is amended to read:

21260. (a) Except as provided in paragraph (1) of subdivision (b), or in an area where a neighborhood electric vehicle transportation plan has been adopted pursuant to Chapter 7 (commencing with Section 1963), Chapter 7.1 (commencing with Section 1964), Chapter 8 (commencing with Section 1965), or Chapter 8.1 (commencing with Section 1966) of Division 2.5 of the Streets and Highways Code, the operator of a low-speed vehicle shall not operate the vehicle on any roadway with a speed limit in excess of 35 miles per hour.

(b) (1) The operator of a low-speed vehicle may cross a roadway with a speed limit in excess of 35 miles per hour if the crossing begins and ends on a roadway with a speed limit of 35 miles per hour or less and occurs at an intersection of approximately 90 degrees.

(2) Notwithstanding paragraph (1), the operator of a low-speed vehicle shall not traverse an uncontrolled intersection with any state highway unless that intersection has been approved and authorized by the agency having primary traffic enforcement responsibilities for that crossing by a low-speed vehicle.

SEC. 4. Section 2.5 of this bill incorporates amendments to Section 21251 of the Vehicle Code proposed by both this bill and AB 1781. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2011, (2) each bill amends Section 21251 of the Vehicle Code, and (3) this bill is enacted after AB 1781, in which case Section 2 of this bill shall not become operative.

SEC. 5. Section 3.5 of this bill incorporates amendments to Section 21260 of the Vehicle Code proposed by both this bill and AB 1781. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2011, (2) each bill amends Section 21260 of the Vehicle Code, and (3) this bill is enacted after AB 1781, in which case Section 3 of this bill shall not become operative.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.




City of San Juan Bautista

The "City of History"

Office of the City Manager

MEMORANDUM

TO: CITY COUNCIL AND PLANNING COMMISSION
FROM: DON REYNOLDS, CITY MANAGER 
DATE: OCTOBER 2, 2023
SUBJECT: THIRD STREET PARKLET STATUS

On March 21, 2023 and April 18, 2023, a vigorous debate concerning the future of the Third Street Parklets concluded with the adoption of Resolution 2023-27. Per the attached minutes, Item 9C was approved on a 4-1 vote by the following motion:

MOTION:

Upon motion by Mayor Pro Tem Freeman, second by Councilmember Freels, RESOLUTION 2023-27, rescinding Resolution 2023-21 to rescind Resolution 2023-21, extend (all) existing parklets to January 1, 2024, and not allow new parklets, process the retail parklets in a manner consistent with the Municipal Code at no charge, and provide compensation to the parklet owners for the removal of the parklets, at a cost of \$5 dollars a square foot not to exceed \$800 dollars.

Staff's interpretation of Resolution 2023-27 is that all parklets will be removed no later than January 1, 2024, and two-way traffic will be restored on Third Street. To implement this policy, staff will send a written reminder of this deadline to business owners in November. A notice of violation could be issued to those that do not remove them by the deadline.

If the Commission or City Council wishes to place this matter on their Agenda, there is still time to do this before the notices are sent. Please let staff know if you would like to do this, and if so, as a discussion or action item.

Attachment: Minutes from April 18, 2023, Item 9C

CC: Jon Giffen, City Attorney

Brian Foucht, Assistant City Manager

City Council Mtg 4.18.23

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

B. End the Imposition of Water Conservation Regulations and Restrictions Due to Severe Drought Required by Municipal Code 64-116

City Manager Reynolds provided the report.

No public comment received.

MOTION:

Upon motion by Councilmember Morris-Lopez, second by Mayor Pro Tem Freeman, **RESOLUTION 2023-26** rescinding Resolution and end the imposition of water conservation regulations and restrictions defined in Municipal Code 6-4-116, while continuing to encourage San Juan Bautista citizens to make water conservation a way of life, was approved.

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

9. C. Consider Approval of a Resolution Rescinding the Matter of the Removal or Other Disposition of Parklets

City Manager Reynolds, and City Attorney Robert Rathie provided the report. The City Council adopted Resolution 2023-21 ordering the removal of all parklets and the associated traffic barriers on Third Street on or before April 28, 2023. A notice was issued on March 22, 2023 concerning the removal of all parklets. Parklet owners would be eligible for compensation by the City from the General Fund for the reasonable cost of removal, not to exceed \$5.00 per square foot or \$800.00, whichever is less.

Councilmember Freels stated that he would be in favor of allowing all parklets to remain until the sunset of the state of emergency regulations. City Attorney Rathie pointed out the new state regulation pertains to food and beverage parklets.

Mayor Pro Tem Freeman stated that he agrees with Councilmember Freels regarding allowing the parklets to remain until January 1, 2024.

Councilmember Morris Lopez commented that the parklets were approved to help out the business during the pandemic but at the previous meeting, the Council voted to remove all parklets. Councilmember Morris-Lopez expressed concern regarding the process of rescinding an already approved resolution.

Councilmember Sabathia asked the Mayor and fellow Councilmembers to commit themselves in action and speech to unifies the roots that currently run deep in the community, and stop pretending it isn't happening, and would like to see one of the Councilmembers craft an amendment/resolution that unifies the businesses and community on this issue, and would vote on yes on that.

Mayor Jordan expressed concern with the parklets that have not been used as they were intended.

Mayor Pro Tem Freeman motioned to rescind Resolution 2023-21, and hereby move to extend the existing parklets to January 1, 2024 with no new parklets allowed.

City Attorney Rathie stated that there are four options for the Council to consider:

1. Take no action. Allow Resolution 2023-21 to remain in place and to continue to require removal of all parklets and the traffic barriers associated with the parklets by April 28, 2023, in accordance with the notice given, and offer compensation for their removal as provided.
2. Adopt a resolution rescinding Resolution 2023-21, addressing the ban on new or replacement parklets and providing for continuation of existing parklets associated with food serving and other ABC licensed premises (there are no parklets associated with restaurants that are not also licensed as either ABC Type 42 or Type 47 establishments) to a date certain which cannot be later than January 1, 2024, thereafter to be removed, and ordering the removal of the parklets associated with retail establishments by April 28, 2023 or another date set by the City Council, and readopt the offer of compensation to owners at the time of removal.
3. Adopt a resolution rescinding Resolution 2023-21 and direct that the matter return for further consideration.
4. Take other action as appropriate.

Councilmember Morris-Lopez would like to have this issue revisited in 60 days.

Mayor Pro Tem Freeman motioned to rescind Resolution 2023-21, extend (all) existing parklets to January 1, 2024, and not allow new parklets.

Councilmember Freels asked for an amendment to the motion to include Removal of traffic devices and return the street to a two-way street until January 1, 2024.

Mayor Pro Tem Freeman stated that he preferred to keep the wine barrels and succulents. Council member Freels rescinded his amendment.

City Attorney Rathie suggested Council direct staff to process the retail parklets in a manner consistent with the Municipal Code at no charge. City Attorney Rathie asked the Council if they wish to impose a charge if there was a charge, and further added that Resolution 2023-21 does provide compensation to the parklet owners for the removal of the parklets, and asked if in fact Resolution 2023-21 is rescinded, they may wish to consider whether or not they wish to add compensation for the removal of the parklets.

City Attorney Rathie further added that Resolution 2023-21 did have a provision that allowed all parklet owners would be compensated for the removal of the parklets at a cost of \$5 dollars a square foot not to exceed \$800 dollars.

Substitute Motion:

Councilmember Freels asked for an amendment to the motion to include compensation to parklet owners for the removal of the parklets at a cost of \$5 dollars a square foot not to exceed \$800 dollars.

Robert Rathie clarification of having the process to continue the retail markets in accordance to the Municipal Code would be without charge to the retail.

Councilmember Sabathia asked for clarification on the amended motion, and asked if the retail parklets would be treated as equivalent to the food and beverage parklets? In response, City Attorney Rathie, stated that retail and food and beverage are included.

The following members of the public commented on the report:

Javier Huaracha, Doña Esther

Amy Covington – in support of the parklets

Fran Fitzharris -

Gina Acevedo

Monica Ramirez-- in support of the parklets

Patricia Bains-- in support of the parklets

Dante Bains-- in support of the parklets

LeeAnna Brothers

Andrew Freeman-- in support of the parklets

Heliena Walton-- in support of the parklets

Zooey Diggory

Salena Kennedy

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Debbie Hernandez-- in support of the parklets

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Received written communication via email from the following members of the public:

Chantal Delay support restaurants & business / Monterey Peninsula resident

Rebecca Mathews – in support parklets / resident

Sadie Johnson – in support of parklet

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Stephanie Correia - oppose parklets

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

D. Determine Specific Times and Place Consistent with Municipal Codes 5-1-166 And 5-16-100, and Authorize Non-Profit Organization Anzar High School Booster Club to Sell Safe and Sane Fireworks for the Fourth of July Holiday

City Manager Don Reynolds provided the report.

Received comments from the following members of the public:

Gina Acevedo, Anzar Booster Club

Lara Capiano

Fran Fitzharris

Elia Salinas

Heliena Walton

Mayor Pro Tem Freeman motioned to approve the agreement allowing the Anzar High School Booster Club to sell approved fireworks for the Fourth of July Season but changing the time end the sale of fireworks on July 4th to 7:00 p.m. Instead of 10:00 p.m.

MOTION:

Upon motion by Mayor Pro Tem Freeman, second by Councilmember Freels, the City Council approved **RESOLUTION 2023-28**, permitting the Anzar High School Booster Club to sell "safe and sane" fireworks in the City of San Juan Bautista at the Windmill Market, 301 The Alameda between the hours of 9:00 A.M. to 10:00 P.M. commencing at noon on June 30, 2023 and ending at 7:00 p.m. on July 4, 2023 for the Fourth of July 2023 Season, as amended.

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

10. DISCUSSION ITEMS

A. Revisiting Zoning Code Section 11-04-110 Regarding Regulation of Large-Scale Retail, Formula Retail, Formula Restaurant and Formula Visitor Accommodations Businesses.

Mayor Jordan requested item to be continued until the next meeting.

4.18.23
Item 9c

SJB parklet status

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

B. End the Imposition of Water Conservation Regulations and Restrictions Due to Severe Drought Required by Municipal Code 64-116
City Manager Reynolds provided the report.

No public comment received.

MOTION:

Upon motion by Councilmember Morris-Lopez, second by Mayor Pro Tem Freeman, **RESOLUTION 2023-26** rescinding Resolution and end the imposition of water conservation regulations and restrictions defined in Municipal Code 6-4-116, while continuing to encourage San Juan Bautista citizens to make water conservation a way of life, was approved.

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MOTION:

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

10. DISCUSSION ITEMS

A. Revisiting Zoning Code Section 11-04-110 Regarding Regulation of Large-Scale Retail, Formula Retail, Formula Restaurant and Formula Visitor Accommodations Businesses.

Mayor Jordan requested item to be continued until the next meeting.

11. 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 11:39 p.m.

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk

RESOLUTION NO. 2023-27

*Made like Updated
per minutes*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN
BAUTISTA RESCINDING RESOLUTION 2023-21 AND ESTABLISHING THE
TERM OF PARKLET ENCROACHMENT PERMITS**

WHEREAS, in an effort to control the pandemic caused by the COVID-19 coronavirus, on March 4, 2020, under the authority provided by Government Code §8625, Governor Newsom issued a Proclamation of State of Emergency in California; and

WHEREAS, the shelter in place health orders that followed the State Of Emergency closed all but essential businesses; and

WHEREAS, on March 17, 2020, under the authority provided by Government Code §8630 and San Juan Bautista Municipal Code §5-33-040, by Resolution 2020-10 the City Council of the City of San Juan Bautista, upon the request of the City Manager/Director of Emergency Services, proclaimed a state of local emergency caused by the COVID-19 to have existed in the City since March 13, 2020 and in adopting subsequent resolutions periodically reviewed and confirmed the continuing existence of the local emergency; and

WHEREAS, this closure of businesses was harmful to the City's economy and the City, among many other things, initiated the Transformation of Third Street by adopting Resolution 2020-24, on May 19, 2020; and

WHEREAS, to implement the Transformation of Third Street, business owners were offered the opportunity to expand their business onto the public right-of-way and build decks, also known as "parklets," where customers could sit safely and enjoy their services; and

WHEREAS, in an effort to protect the historic nature of the downtown, parklets were required to be built in compliance with Guidelines adopted via City Council Resolution 2021-61; and

WHEREAS, the parklet program was approved by the City Council for a period of six months ending December 31, 2020, and serially extended until March 30, 2021, February 16, 2021 September 30, 2021, March 30 2022, and May 31, 2022; and

WHEREAS, the City Council has approved and budgeted funds for the preparation of a Master Streetscape Plan (Third Street Master Plan) for the San Juan Bautista Downtown with a focus on Third Street Mixed Use area and desires to utilize the community's experience with parklets to evaluate the character of public improvements within the Downtown area; and

WHEREAS, the City Council has requested and considered the evaluation and recommendation of the City of San Juan Bautista Economic Development Citizens Advisory Committee (EDCAC) established, in part, for this purpose; and

WHEREAS, the City Council has considered that the Governor lifted the COVID 19 State of Emergency on February 28, 2023. Notwithstanding this announcement, the City Council is aware that COVID-19 variants represent a continuing threat to public health, safety and general welfare; and

WHEREAS, on March 21, 2023, by the adoption of Resolution 2023-18 the City Council proclaimed and declared the termination of the local emergency due to the COVID-19 coronavirus as of 11:59 p.m. on that date; and

WHEREAS, on March 21, 2023, in adopting of Resolution 2023-21 the City Council directed the City Manager to: (1) continue the restriction prohibiting new or replacement parklets; (2) terminate the current encroachment permit authorization for all parklets; (3) effect the removal of all parklets and the traffic control devices installed for the protection of parklets on Third Street by April 28, 2023; and

WHEREAS, subsequent to the adoption of Resolution 2023-21 the City received numerous correspondence from business owners operating parklets and from other members of the public concerning the passage of Resolution 2023-21, much of it in support of continuance of parklets, prompting Councilmember Freeman to request that the subject of parklet removal, and accordingly consideration of the rescission of Resolution 2023-21, be placed on the agenda under the procedure adopted under Resolution 2019-43 for placing matters on a City Council agenda; and

WHEREAS, on March 21 and April 18, 2023, the City Council received and reviewed staff reports as well as written and verbal communication concerning this matter.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

1. That Resolution 2023-21 continuing the restriction prohibiting new or replacement parklets, terminating the current encroachment permit authorization for all parklets, effecting the removal of all parklets and the traffic control devices installed for the protection of parklets on Third Street by April 28, 2023, is hereby rescinded and is no longer valid or of any effect.

2. The City Manager is hereby ordered to continue the restriction prohibiting new or replacement parklets.

3. The use of existing parklets associated with food serving and other premises licensed by the California Department of Alcoholic Beverage Control are permitted to continue in operation subject to Section 4 below and shall be annually inspected by the City Fire Marshall and Building Inspector to ensure protection of the public health and safety.

④ All parklets associated with food serving and other premises licensed by the California Department of Alcoholic Beverage Control shall cease operation and the encroachment permit for same shall terminate and be revoked on 1.1.24, 2023, and the owner or operator of

the establishment shall effect the removal of the parklet on or before 10/024, 2023.

5. All parklets associated with retail establishments shall cease operation and the encroachment permit for same shall terminate and be revoked immediately and the owner or operator of the retail establishment shall effect the removal of the parklet on or before 10/024 2023.

6. The owner or operator responsible for the removal of a parklet required to be removed may be compensated from the City's General Fund, following prior application to the City Manager or his designee for same and following the removal, for the reasonable cost of removal in an amount not to exceed \$5.00 per square foot or \$800.00, whichever is less.

PASSED AND APPROVED by the City Council of the City of San Juan Bautista at a regular meeting held on the 18th day of April 2023 by the following vote:

AYES:

NOES::

ABSENT:

ABSTAIN:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, Deputy City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

DATE: OCTOBER 17, 2023

DEPARTMENT: DON REYNOLDS, CITY MANAGER

FROM: DON REYNOLDS, CITY MANAGER

TITLE: STATUS OF SAFETY CONSIDERATIONS FOR STATE
HIGHWAY 156 DURING CONSTRUCTION

RECOMMENDED ACTION(S):

It is recommended that the City Council receive this report on the status of safety efforts on State Highway 156 during construction and direct staff as deemed appropriate.

DISCUSSION:

At the September 5, 2023 Intergovernmental Committee meeting, the status of Highway 156 construction and related traffic issues were on the agenda. It was decided that an ad-hoc committee would meet concerning safety issues. It was suggested that the ad-hoc committee meet with Caltrans to discuss installing no-left turn signs being placed at each of the arterial's streets as it was for Highway 25 during construction hours 3-7 PM.

Last Monday October 2, 2023, there was a terrible accident related to the construction of the State Highway 156, caused by a driver turning left from one of the arterial streets heading east towards Hollister. The Highway was completely closed for several hours. The City reached out to COG's Executive Director asking them to investigate safety issues with Highway 156. On October 4, 2023, the COG Technical Advisory Committee discussed the matter in detail, With Caltrans, and the CHP present. Highway 156 arterials are different compared to Hwy 25, because there is no shoulder space or receiving bay for vehicles to turn once they arrive at Highway 156, especially large trucks. CHP has only one officer assigned at this time making enforcement challenging.

The matter was scheduled by COG for a follow-up meeting October 11, 2023. Hollister City Manager Mirroine, County CAO Espinoza, COG Executive Director Abraham, County Public Works Public Works Director Loupe, and Caltrans District 5 Deputy Director Richard Rosales attended the meeting. The County received direction from Caltrans to reach out the CHP for approval, then draft a Resolution for the Board of Supervisors requesting approval from Cal Trans to install no left hand turn signs at the arterials. This would include signage in advance of the turns along Frietas and San Justo Roads to warn drivers of the no left hand turn provision. This would

be a first step westwards improving this situation, and if necessary further steps that may include barricades will be considered.