



City of San Juan Bautista

The “City of History”

www.san-juan-bautista.ca.us

**CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 15, 2025, 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 communication from the audience on Closed Session items. The City Council will recess to closed session pursuant to:

- a. **Conference with Legal Counsel—Existing Litigation – Orozco v. City of San Juan Bautista, et al.** (California Government Code section 54956.9(d)(1))
- b. **Conference with Legal Counsel—Anticipated Litigation** – Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9(e)(2): (Enforcement Action by State Water Resources Control Board and an additional matter with facts and circumstances that might result in litigation, which are not yet known to a potential plaintiff.)

3. 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.

4. PROCLAMATION

- A. Water Awareness Month, May 2025 – *Water Resources Association of San Benito County*
- B. National Preservation Month, May 2025

5. ADMINISTRATIVE REPORT

- A. Treasurer's Report and Monthly Financial Statements

6. CONSENT

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

- A. Approve the Affidavit of Posting Agenda
- B. Waive Reading of Resolutions and Ordinances on the Agenda Beyond Title
- C. Approve a Resolution Authorizing Closure of Streets for Special Events.
- D. Consider Resolution Declaring the Condition of Certain Properties to Constitute a Public Nuisance and Ordering the Abatement of Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the Proposed Abatement

Recommendation: Approve a **RESOLUTION** Declaring the Condition of Certain Properties to Constitute a Public Nuisance and Ordering the Abatement of Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the Proposed Abatement.

- E. Partnering with Enterprise Fleet Management for Immediate Vehicle Needs as Well as Long Term Sustainability for Capital and Operating Budget

Recommendation: Approve a **RESOLUTION** Authorizing the City Manager to execute a Master Equity Lease Agreement with Enterprise Fleet Management, and to acquire seven (7) vehicle leases.

- F. Approval of Engineering Memo – Fence Modification at 701 Second Street

Recommendation: Review and approve the engineering memorandum prepared in accordance with Resolution No. 2025-02).

- G. Draft Memorandum of Understanding Between the County of San Benito and the City of San Juan Bautista.

Recommendation: Approve a **RESOLUTION** Approving the Memorandum of Understanding (MOU) between the County of San Benito and the City of San Juan Bautista regarding development within the city's planning area, and forward it to the San Benito County Board of Supervisors for review and approval.

- H. Permit the Use of Safe and Sane Fireworks Within the City; and Authorize Anzar High School Booster Club to Sell Safe and Sane Fireworks for the Fourth of July Holiday.

Recommendation: Approve a **RESOLUTION** Authorizing Non-Profit Organization Anzar High School Booster Club to Sell Safe and Sane Fireworks for the Fourth of July Holiday; and Permit the Use of Safe and Sane Fireworks Within the City, Only Between Noon and 10:00 p.m., on July 4, 2025.

- I. Approve the Regular Meeting Minutes of March 18, 2025.

7. DISCUSSION

A. Discussion on the Feasibility of a Pilot Community Fund Program

8. 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. Receive Update on Fire Protection Services Contract and Provide Directions to Staff on Options

Recommendation: Receive an update on the Fire Protection Services Contract and direct staff to explore and report back on options for future service delivery, including a cost analysis, service levels, and potential partnerships or changes to the current agreement.

9. INFORMATIONAL ITEMS AND REPORTS

A. City Manager's Report

- a. Public Safety Department Update
- b. Fire Department Update
- c. Sheriff Department Update
- d. Recreation Department Update

B. Reports from City Council Representatives to Regional Organizations and Committees

C. City Council and Staff Announcements

This is an opportunity for the Council and staff to share the community calendar and announce upcoming dates of interest to the public.

10. ADJOURNMENT

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted not later than 72 hours before regular meetings or 24 hours of special meetings unless otherwise allowed under the Brown Act. City Council reports may be viewed at the City of San Juan Bautista City Hall at 311 Second Street San Juan Bautista and are posted on the City website www.san-juan-bautista.ca.us subject to Staff's ability to post the documents before the meeting, or City Clerk Elizabeth Soto at cityclerk@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 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 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 City Clerk at City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to cityclerk@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, April 11, 2025 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**



~ Water Awareness Month, May 2025 ~

WHEREAS, California's arid and semiarid climate, its ambitious and evolving economy, and its growing population have combined to make water shortages and conflicting demands the norm; and

WHEREAS, the rising concern of climate change could limit the state and federal governments water infrastructure due to less snowpack and environmental concerns in the Delta; and

WHEREAS, the water supply for San Benito County's water agencies is derived from a variety of sources including local groundwater, watersheds and reservoirs, water imported and contracted through the United States Bureau of Reclamation by way of the Central Valley and San Felipe Projects, and recycled water; and

WHEREAS, the health, welfare, and quality of life for our community depends on a reliable, high quality water supply; and

WHEREAS, municipal agencies and governments continue to seek cost-effective and efficient systems to obtain and deliver water to meet the needs of residents, agriculture and the economy; and

WHEREAS, the state, county, cities and concerned citizens make strong efforts to foster wise decisions concerning water issues and water use; and

WHEREAS, the fact that California will experience periodic droughts and water conservation is critical not only during drought periods, but at all times; and

WHEREAS, during May 2025, the City of San Juan Bautista is inviting everyone to find out ways to save water both at work and at home.

NOW, THEREFORE, I Mayor Jordan, on behalf of the San Juan Bautista City Council, do hereby proclaim **MAY 2025** as **WATER AWARENESS MONTH** and urge all residents, businesses, industries, institutions, and public agencies to review their water use and water systems for water use efficiency and to contact the Water Resources Association of San Benito County for water saving ideas and assistance.

Dated this 15th day of April 2025.

Leslie Q. Jordan, Mayor

*San Juan Bautista
California*



~ National Preservation Month, May 2025 ~

***WHEREAS**, May is National Preservation Month, and historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and*

***WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and*

***WHEREAS**, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability, and*

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

***WHEREAS**, San Juan Bautista City Council and its Historical Resources Board and Planning Commission invite all residents and preservation enthusiasts to make the month of May an opportunity for discovering/re-discovering, honoring, and sharing the unique heritage of San Juan Bautista, "City of History;" and*

***NOW, THEREFORE**, I, Mayor Jordan on behalf of the San Juan Bautista City Council, do hereby proclaim **MAY 2025** as **NATIONAL PRESERVATION MONTH**, and call upon the citizens of San Juan Bautista to join their fellow citizens across the United States in recognizing and participating in this special observance.*

Dated this 15th day of April 2025.

Leslie Q. Jordan, Mayor



IMPORTANCE OF WATER AWARENESS MONTH

Purpose: Water Awareness Month aims to raise awareness about the importance of water conservation and the need to protect this vital resource for the future

WATER CONSERVATION

REBATES

PROGRAMS

WATER AWARENESS MONTH

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WATER AWARENESS MONTH

WATER CONSERVATION

- ❑ May marks the start of the irrigation season
- ❑ Water is a finite resource
- ❑ Focus on water conservation
- ❑ Conserve Water=Save Money
- ❑ Free low flow appliances: Showerheads, aerators, & toilets

3

WATER SAVING TIPS

1. Outdoor

- **Water lawn between 9pm to 6am to conserve water and avoid evaporation.**
- Utilize drip irrigation & smart irrigation controllers

2. Outdoor

- **Replace your grass lawn with a drought-tolerant/water-efficient landscape**
- Collect rainwater during the winter season and store it for later use.
- Sweep, don't spray driveways and patios

3. Indoor

- Upgrade to low flow appliances: showerheads, aerators, low-flow toilets, washing machines & dishwashers

4. Indoor

- Check faucets for leaks.
- Shut off faucet when brushing teeth, washing your face, and shaving facial hair.

WATER AWARENESS MONTH

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TURF PROJECT

WATER CONSERVING REBATES

Turf Removal Rebate: \$2 per sq. ft. removed (min. 100 sq. ft. to max of 1,000 sq ft.). Requires pre-inspection before starting on project.

Landscape Hardware Rebate: provides a 50% rebate on your purchase price of hardware (excluding labor), up to a maximum of \$100 rebate

Ultra Low-Flow Toilet Rebate: \$75 rebate if you replace your pre-1992 toilet with a low-flush toilet.

WATER AWARENESS MONTH

PROGRAMS



HOME WATER SURVEY

Call us to set up a FREE home water survey.

Thorough indoor & outdoor leak inspection and adjustment of irrigation controllers for the season.

Technician can help with minor leak repairs in home.

WATER AWARENESS MONTH

Water Resources
Agency of San
Benito County

WRASBC

WATER AWARENESS MONTH

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LANDSCAPE HARDWARE (DRIP)

TURF REMOVAL PROGRAM

LOW-FLUSH TOILETS

FREE
WATER CONSERVATION
SUPPLIES

THANK YOU

WEBSITE: WWW.WRASBC.ORG
 PHONE: 831-637-4378
 INSTAGRAM: WRASBC
 FACEBOOK: WATER RESOURCES ASSOCIATION
 OF SAN BENITO COUNTY

WATER AWARENESS MONTH

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City of San Juan Bautista
Revenues ~ Budget Vs. Actual
For the Eight Month Period Ended February 28, 2025

Item #5E
City Council Meeting
April 15, 2025

REVENUES	FY24	FY25	Annual		YTD	
Fund	Actuals	Actuals	Budget	Difference	67%	Notes
General Fund	1,492,785	1,646,119	2,530,525	(1,593,243)	65%	
Special Revenue Funds:						
Capital Projects Fund	177,919	337,217	4,914,742	(2,703,471)	7%	
Community Development	185,489	139,269	124,150	(393,098)	112%	
COPS	124,770	150,393	100,000	(75,000)	150%	A
Parking & Restroom Fd	22,985	18,884	28,000	(16,269)	67%	
Gas Tax Fund	67,976	74,684	108,000	(76,799)	69%	
Valle Vista LLD	15,924	29,703	44,554	(17,919)	67%	
Rancho Vista CFD	44,197	45,008	67,512	(49,481)	67%	
Copperleaf CFD	11,097	11,097	16,645	(12,240)	67%	
Internal Service Funds:						
Blg Rehab. & Replace	25,333	25,333	38,000	(28,500)	67%	
Vehicle Replacement	40,000	40,000	60,000	(45,000)	67%	
Enterprise Funds:						
Water						
Operations	1,027,202	1,173,569	1,718,000	(904,085)	68%	
Sewer						
Operations	1,157,469	1,364,212	1,960,000	(943,950)	70%	
TOTAL Funds	4,393,146	5,055,488	11,710,128	(6,859,055)	43%	

A ~ COPS revenue for law enforcement services are coming in higher than anticipated at the time of budget. The City is to be provided at least 100k annually, but the last few years more than anticipated has been received.

City of San Juan Bautista
Revenues ~ Budget Vs. Actual
For the Eight Month Period Ended February 28, 2025

Item #5E
City Council Meeting
April 15, 2025

EXPENDITURES	FY24	FY25	Annual		YTD	
<u>Fund</u>	<u>Actuals</u>	<u>Actuals</u>	<u>Budget</u>	<u>Variance</u>	<u>67%</u>	<u>Note</u>
General Fund	1,344,371	1,433,370	2,394,878	(961,508)	60%	
Special Revenue Funds:						
Capital Projects Fund	177,919	337,217	4,914,742	(4,577,525)	7%	A
Community Development	616,717	575,081	662,242	(87,161)	87%	
COPS	66,667	66,667	100,000	(33,333)	67%	
Gas Tax Fund	11,699	13,457	21,000	(7,543)	64%	
Valle Vista LLD	16,649	2,955	44,554	(41,599)	7%	
Rancho Vista CFD	28,688	67,772	42,718	25,054	159%	B
Copperleaf CFD	16,608	17,938	16,645	1,293	108%	
Development Impact Fee Funds						
Public/Civic Facility	1,800	1,800	2,700	(900)	67%	
Library	2,960	2,960	4,440	(1,480)	67%	
Storm Drain	2,288	2,288	3,432	(1,144)	67%	
Park In-Lieu	200	200	300	(100)	67%	
Public Safety	568	568	852	(284)	67%	
Traffic	288	288	432	(144)	67%	
Enterprise Funds:						
Water:						
Operations	534,106	478,896	862,288	383,392	56%	
Capital	63,773	54,374	15,793,187	15,738,813	0%	A
Sewer						
Operations	577,993	680,224	1,051,569	371,345	65%	
Capital	3,684,648	7,309,607	17,112,103	9,802,496	43%	A
TOTAL Funds	<u>7,147,942</u>	<u>11,045,662</u>	<u>43,028,082</u>	<u>20,609,672</u>	<u>26%</u>	

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.

B ~ From reserves, fence replacement due to flooding \$42k.

City of San Juan Batista
 Check/Voucher Register - Check Register Current Month
 From 2/1/2025 Through 2/28/2025

1110 - Operating
 Acct. 1948

Effective Date	Check Number	Vendor Name	Check Amount
2/5/2025	218238	Specialty Construction, Inc.	763,768.68
2/5/2025	218239	Specialty Construction, Inc.	779,228.99
2/6/2025	218240	Kraemer Engineering Inc	64,932.50
2/11/2025	218241	Bryant L. Jolley	35,000.00
2/13/2025	218242	4Leaf, Inc.	4,530.36
2/13/2025	218243	All Clear Water Services	4,100.00
2/13/2025	218244	Alyssa Munoz	500.00
2/13/2025	218245	att.com	76.99
2/13/2025	218246	AVAYA	250.66
2/13/2025	218247	Brigantino Irrigation, Inc.	74.38
2/13/2025	218248	CALNET	399.78
2/13/2025	218249	Carmen Lujan	35.36
2/13/2025	218250	CMAP	938.78
2/13/2025	218251	Complete Paperless Solutions, LLC	16,095.00
2/13/2025	218252	David J. Powers & Associates, Inc.	52,968.95
2/13/2025	218253	Division of the State Architect	2,087.10
2/13/2025	218254	Downey Brand	285.00
2/13/2025	218255	Home Depot Credit Services	170.98
2/13/2025	218256	Jessica Ponce	500.00
2/13/2025	218257	Judy's Gifts & Awards	38.97
2/13/2025	218259	Kennedy, Archer & Giffen	59,412.55
2/13/2025	218260	Kiley & Associates, LLC	1,500.00
2/13/2025	218261	Midwest Tape	98.08
2/13/2025	218262	MNS Engineers, Inc.	136,314.29
2/13/2025	218263	Monterey Bay Analytical Services	2,277.00
2/13/2025	218264	P G & E	15,451.19
2/13/2025	218265	Ridgeline Municipal Strategies, LLC	536.03
2/13/2025	218266	Rojas Communications Group	1,500.00
2/13/2025	218267	Rx-Tek	5,550.87
2/13/2025	218268	Teresa Diaz Leal	600.00
2/13/2025	218269	Uline	83.29
2/13/2025	218270	Valero Wex Bank	962.77
2/13/2025	218271	Veronica Munoz-Noriega	570.66
2/13/2025	218272	Wendy L. Cumming, CPA	7,393.75
2/28/2025	218273	AFLAC	1,041.46
2/28/2025	218274	at&t	135.00
2/28/2025	218275	Ca Association Code Enforcement Officers	54.00
2/28/2025	218276	CALNET	403.77
2/28/2025	218277	Clark Pest Control	119.00
2/28/2025	218278	Dagoberto Ramirez Aguilar/ Araceli Gutierrez	500.00
2/28/2025	218279	David's Locksmith	250.00
2/28/2025	218280	Harris & Associates	955.00
2/28/2025	218281	Kiley & Associates, LLC	1,500.00
2/28/2025	218282	MNS Engineers, Inc.	20,427.36

City of San Juan Batista
Check/Voucher Register - Check Register Current Month
From 2/1/2025 Through 2/28/2025

1110 - Operating
Acct. 1948

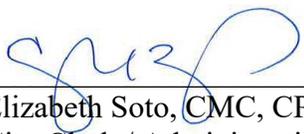
<u>Effective Date</u>	<u>Check Number</u>	<u>Vendor Name</u>	<u>Check Amount</u>
2/28/2025	218283	Monterey Bay Analytical Services	3,621.00
2/28/2025	218284	Native Daughters of the Golden West	200.00
2/28/2025	218285	P G & E	1,622.72
2/28/2025	218286	Postmaster	1,000.00
2/28/2025	218287	Ready Refresh	1,010.79
2/28/2025	218288	Sound Design A/V Contractors	877.50
2/28/2025	218289	Stantec Consulting Services Inc.	111,431.00
2/28/2025	218290	Uline	175.39
2/28/2025	218291	Univar Solutions	441.40
2/28/2025	218292	Valero Wex Bank	953.75
2/28/2025	218293	Wallace Group	358.75
Report Total			2,105,310.85

AFFIDAVIT OF POSTING

I, Elizabeth Soto, Do Now Declare, Under the Penalties of Perjury That I Am the Acting 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 11th day of April 2025, 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 11th day of April 2025.



Elizabeth Soto, CMC, CPMC
City Clerk / Administrative Services Director

WAIVER OF READING OF ORDINANCES

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

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

GC36934

RESOLUTION NO. 2025-XX

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

WHEREAS, The City has received an application for a Special Event Permit in 2025, and authorization for Street Closure from the City Council is a prerequisite for issuance of such permit for the following events:

The Great San Juan Bautista Rib Cook-Off 2025

Third Street from Franklin St. & Muckelemi St.

With cross streets blocked between Second Street and Fourth Street

(Including Washington, Mariposa, and Polk)

Thursday, April 24, 2025 from 5:00 p.m. through Sunday, April 27, 2025 at 9:00 p.m.

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

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

PASSED AND APPROVED by the San Juan Bautista City Council on this 15th day of April 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: APRIL 15, 2025

FROM: FIRE DEPARTMENT

DEPARTMENT: JONATHAN GOULDING, FIRE CHIEF

TITLE: CONSIDER A RESOLUTION DECLARING THE CONDITION OF CERTAIN PROPERTIES TO CONSTITUTE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT OF WEEDS THEREON, AND NOTICING A HEARING FOR THE RECEIPT OF OBJECTIONS TO THE PROPOSED ABATEMENT

RECOMMENDED ACTION:

Approve a Resolution declaring the condition of certain properties to constitute a public nuisance, ordering the abatement of weeds thereon, and noticing a public hearing for the receipt of objections to the proposed abatement.

RECOMMENDATION:

This Resolution starts the legal process for the 2025 Weed Abatement Program declaring the condition of certain properties to constitute a public nuisance due to the existence of weeds and noticing a hearing for the receipt of objections by property owners to the proposed abatement by the City.

DEPARTMENT SUMMARY:

All year the City has a weed abatement program to reduce the fire hazard and other noxious and dangerous aspects of weeds growing on public and private property. This Resolution declares certain properties to constitute a public nuisance, orders their abatement by May 19, 2025, and sets a public hearing for May 20, 2025 and orders notice of the hearing to be sent to affected property owners. Unless the owners prior to the City's deadline abate the weeds, the City will cause the work to be performed and charge the costs as liens filed against the property on which abatement is performed.

FINANCIAL IMPACT:

Estimated costs \$8,000 (to be recovered from property owners).

CEQA:

N/A

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
DECLARING THE CONDITION OF CERTAIN PROPERTIES TO CONSTITUTE A
PUBLIC NUISANCE AND ORDERING THE ABATEMENT OF WEEDS THEREON,
AND NOTICING A HEARING FOR THE RECEIPT OF OBJECTIONS TO THE
PROPOSED ABATEMENT**

WHEREAS, Government Code Sections 39560 et seq. authorizes the City Council to declare properties in the City to be public nuisances and to abate said public nuisances by causing the removal of all noxious or dangerous weeds growing upon or in front of said properties; and

WHEREAS, the City of San Juan Bautista is authorized by state and local law to charge the costs of abatement to the property owner as a lien against the subjected property.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Any properties within City limits found to be in neglect are hereby declared to be public nuisances by virtue of the existence of noxious and dangerous weeds and rubbish thereon, which constitute a fire hazard, and will continue to constitute, ongoing, seasonal and recurrent public nuisances.
2. All rubbish, refuse and dirt of a flammable nature on or adjacent to said properties, and all weeds, as the same are defined in Government Code Section 39561.5, on or adjacent to said properties, unless abated by the owners thereof on or by **May 19, 2025**, shall be removed and abated by the City in the manner provided for by Government Code Sections 39560, et seq., and the costs thereof shall be assessed as a lien against the property and made a personal obligation of the property owner.
3. The City Council shall hear any objections to the proposed abatement of said public nuisances at the Public Hearing on Tuesday, **May 20, 2025** at 6:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers of the City of San Juan Bautista, City Hall, 311 Second Street, San Juan Bautista, California.
4. The City Clerk of the City of San Juan Bautista is hereby directed to cause the notice of the adoption of this Resolution and notice of the time and place when objections to the proposed abatement of said public nuisances will be heard, to be given in the manner and form provided for in Section 39567.0 of the Government Code of the State of California.

PASSED AND APPROVED by the San Juan Bautista City Council City on this 15th day of April, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: APRIL 15, 2025

DEPARTMENT: CITY MANAGER / ADMINISTRATION

FROM: ROY MORALES, PUBLIC SAFETY COORDINATOR

BY: MIKE HOHMANN, ENTERPRISE FLEET MANAGEMENT

TITLE: PARTNERING WITH ENTERPRISE FLEET MANAGEMENT FOR IMMEDIATE VEHICLE NEEDS AS WELL AS LONG TERM SUSTAINABILITY FOR CAPITAL AND OPERATING BUDGET

RECOMMENDED MOTION:

Approve a resolution authorizing the City Manager to execute a Master Equity Lease Agreement with Enterprise Fleet Management and to acquire seven (7) vehicle leases.

RECOMMENDATION:

It is recommended that the City Council approve the attached resolution and retain the services of Enterprise Fleet Management to provide a cost-effective and sustainable mobility solution. The agreement includes seven (7) vehicles, all preventive maintenance, and coverage for unscheduled repairs at an annual cost of \$67,482 for five years. This strategic move is expected to significantly reduce both capital and operating expenses for the City.

EXECUTIVE SUMMARY:

The City's fleet has an average vehicle age of 17.4 years and an average mileage of 154,000 miles. These aging vehicles contribute to higher fuel and maintenance costs, outdated safety features, and increased downtime due to part delays and repair needs.

Enterprise Fleet Management offers a solution to reduce the total cost of ownership through a shorter replacement cycle (5 years instead of 10), inflation-proof maintenance pricing, and an open-end equity lease model. This approach will improve fleet safety, reliability, and financial efficiency.

Enterprise will provide full access to fleet management technology and services. A dedicated account manager will conduct quarterly reviews and provide recommendations to ensure the fleet performs at its best.

BACKGROUND:

Historically, the City has purchased vehicles on an as-needed basis and operated them until they were no longer functional, leading to high operating costs, reduced uptime, and poor resale value.

By partnering with Enterprise and leveraging its scale and expertise, the City can sell vehicles at an average of 110% above the Commercial Value Index when timed strategically. This data-driven approach enables optimal replacement timing. In the first year, the City will replace 77% of its aging fleet—three vehicle replacements and four growth vehicles—to meet Enterprise’s minimum fleet requirement of 12 vehicles.

The City will also gain access to an online dashboard for full fleet visibility. Features include real-time updates on vehicle status, maintenance schedules, repair uploads, billing, licensing, and driver assignments. Drivers will receive alerts for recalls, maintenance, and registration. Enterprise will provide one-on-one training for staff and continue to support the City through a dedicated account manager.

Enterprise serves over 11,000 customers and manages more than 1 million vehicles across the U.S. and Canada. Local references include the City of Clearlake, City of Suisun City, City of Dixon, and Kern County.

FISCAL IMPACT:

The partnership will cost \$67,482 annually for five years, covering seven vehicles and all maintenance services. This cost aligns with the City’s previously planned budget for purchasing two vehicles outright. A one-time down payment of \$29,020 is required to initiate the lease.

Enterprise will manage the upfitting and sale of the City’s current vehicles, applying resale proceeds to reduce the cost of new acquisitions. At the end of the five-year term, the City is projected to receive an estimated \$96,923 in resale proceeds for the leased vehicles, based on historical resale data for similar fleets.

The lease agreement is billed month-to-month with no early termination fees, mileage restrictions, or wear-and-tear penalties.

ATTACHMENTS:

1. Resolution
2. Fleet Planning Analysis and Proposal
3. Master Equity Lease Agreement-Government
4. Open-End (Equity) Lease Rate Quote



Cash Flow Proposal

Cash Outlay for Leased Units- 7 units

Year/Make/Model(AME Included)	Monthly Lease Payment ¹	Fixed Maintenance Program ²	Quantity	Monthly Payment Per Truck	Total Monthly Payment (by Quantity)	Total Fixed Maintenance (by Quantity)	Annual Cash Outlay Including Maintenance (by Quantity)
2025 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 159 in. WB	\$1,074.00	\$65.00	1	\$1,139.00	\$1,074.00	\$65.00	\$13,668.00
2025 Toyota Camry LE 4dr Front-Wheel Drive Sedan 2.5L 4-Cylinder 16-Valve DOHC Hybrid	\$469.00	\$52.00	1	\$521.00	\$469.00	\$52.00	\$6,252.00
2025 Ford Maverick XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2.5L Hybrid	\$643.00	\$59.00	2	\$702.00	\$1,286.00	\$118.00	\$16,848.00
2025 Chevrolet Silverado 1500 Work Truck 4x2 Crew Cab 5.75 ft. box 147.4	\$872.70	\$56.00	2	\$928.70	\$1,745.40	\$112.00	\$22,288.80
2025 Ford Maverick XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2.5L Hybrid	\$643.00	\$59.00	1	\$702.00	\$643.00	\$59.00	\$8,424.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
			7	Total	\$5,217.40	\$406.00	\$67,480.80

Upfront Cash Outlay Based on Taxes and Capitalized Price Reduction

Year/Make/Model	Tax, Title and Registration	Capitalized Price Reduction	Quantity	Upfront Cost Per Vehicle	Total TTL (by Quantity)	Total CPR (by Quantity)	Total Upfront Cost (Based on Quantity)
2025 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 159 in. WB	\$ 500	\$ 5,420	1	\$5,920.00	\$500.00	\$5,420.00	\$5,920.00
2025 Toyota Camry LE 4dr Front-Wheel Drive Sedan 2.5L 4-Cylinder 16-Valve DOHC Hybrid	\$ 500	\$ 2,700	1	\$3,200.00	\$500.00	\$2,700.00	\$3,200.00
2025 Ford Maverick XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2.5L Hybrid	\$ 500	\$ 3,200	2	\$3,700.00	\$1,000.00	\$6,400.00	\$7,400.00
2025 Chevrolet Silverado 1500 Work Truck 4x2 Crew Cab 5.75 ft. box 147.4	\$ 500	\$ 3,900	2	\$4,400.00	\$1,000.00	\$7,800.00	\$8,800.00
2025 Ford Maverick XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2.5L Hybrid	\$ 500	\$ 3,200	1	\$3,700.00	\$500.00	\$3,200.00	\$3,700.00
					\$0.00	\$0.00	
					\$0.00	\$0.00	
				Total	\$3,500.00	\$25,620.00	\$29,020.00

Estimated Equity on Current Day Fleet

Total Vehicles Sold	Estimated Equity per New Lease	Total Equity
\$ 3.00	\$ 1,000.00	\$ 3,000.00

Net Upfront Cost After Equity	\$ 26,020.00
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Vehicle Type	YMMs	RBV	End of Term FMV	Equity at Term
3/4 Ton Pickup	2025 Chevrolet Silverado 2500HD Work Truck 4x4 Crew Cab 6.75 ft. box 159 in. WB	\$ 5,470	\$ 25,912	\$ 20,442
Full-Size Sedan	2025 Toyota Camry LE 4dr Front-Wheel Drive Sedan 2.5L 4-Cylinder 16-Valve DOHC Hybrid	\$ 2,376	\$ 15,973	\$ 13,597
Compact Pickup	2025 Ford Maverick XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2.5L Hybrid	\$ 3,271	\$ 14,653	\$ 11,382
1/2 Ton Pickup	2025 Chevrolet Silverado 1500 Work Truck 4x2 Crew Cab 5.75 ft. box 147.4	\$ 4,442	\$ 18,811	\$ 14,369
SUV	2025 Ford Maverick XLT All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB 2.5L Hybrid	\$ 3,271	\$ 14,653	\$ 11,382

Annual Total for 7 Vehicles including Maintenance is \$67,480.80

Resale proceeds returned to City after 5 years is \$96,923.00

Enterprise will sell current fleet vehicles on City's behalf (EM Remarketing averages \$1,800 over Black Book Commercial Value Index)

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER EQUITY LEASE
AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT AND TO ACQUIRE
SEVEN LEASED VEHICLES**

WHEREAS, the City of San Juan Bautista currently operates an aging fleet of vehicles, with an average age of 17.4 years and mileage of 154,000, resulting in increased maintenance costs, reduced fuel efficiency, and outdated safety features; and

WHEREAS, the aging fleet contributes to frequent vehicle downtime, higher operating costs, and reduced overall service effectiveness; and

WHEREAS, Enterprise Fleet Management offers a cost-effective and comprehensive fleet management solution, providing both short- and long-term benefits through vehicle leasing, maintenance, and asset lifecycle support; and

WHEREAS, Enterprise proposes to lease seven (7) vehicles to the City, including preventive maintenance, unscheduled repairs, and fleet management services, for a total annual cost of \$67,482 over a five-year term; and

WHEREAS, under the proposed agreement, the City will replace approximately 77% of its outdated vehicles in the first year, transitioning to newer, safer, and more efficient models, thereby reducing the total cost of ownership; and

WHEREAS, the annual lease amount is comparable to the City's planned expense for the purchase of two new vehicles and provides additional benefits including predictable maintenance costs and improved operational planning; and

WHEREAS, the City is expected to receive resale proceeds at the end of the lease term, with an estimated return of \$96,923 based on current market trends, vehicle mileage, and condition; and

WHEREAS, this partnership will give the City access to robust fleet management technology, proactive replacement strategies, and improved visibility into vehicle operations and driver safety.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Juan Bautista that:

1. The City Council hereby approves the Master Equity Lease Agreement with Enterprise Fleet Management to lease seven (7) vehicles, including all associated maintenance and support services, at an annual cost of \$67,482 for a term of five (5) years.

2. The City Manager, or their designee, is authorized to execute the Master Equity Lease Agreement and take all necessary steps to implement and manage the agreement on behalf of the City.
3. The City Council further approves a one-time vehicle down payment of \$29,020 to initiate the lease program. There shall be no early termination fees, mileage restrictions, or wear-and-tear penalties under the agreement.
4. The City will receive resale proceeds from the disposition of current fleet vehicles to help offset the cost of the new vehicles, with an estimated return of \$96,923 upon lease completion.

PASSED AND APPROVED by the City Council of the City of San Juan Bautista on this 15th day of April, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM _____ Customer _____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

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expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration

Coverage

Connecticut, Massachusetts, Maine, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, and Vermont

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage
per accident - No Deductible

Florida

\$500,000 Combined Single Limit Bodily Injury and Property Damage per
accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage per accident (100/300/50)
- No Deductible

All Other States

\$300,000 Combined Single Limit Bodily Injury and Property Damage Per
Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage Per Accident (100/300/50)
- No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

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if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

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of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM_____ Customer_____

Prepared For: City of San Juan Bautista

Date 04/03/2025
AE/AM AJJ/AJJ

Unit #

Year 2025 **Make** Toyota **Model** Camry

Series LE 4dr Front-Wheel Drive Sedan

Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 643887

\$ 27,540.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State CA
\$ 0.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 360.00	Other: (See Page 2)
\$ 2,640.00 *	Capitalized Price Reduction
\$ 1,500.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$372.60 *	Taxes

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Morales, Roy
Exterior Color	Ice Cap
Interior Color	Boulder w/Fabric Seat Trim
Lic. Plate Type	Unknown
GVWR	0

\$ 23,760.00	Total Capitalized Amount (Delivered Price)
\$ 356.40	Depreciation Reserve @ <u>1.5000%</u>
\$ 111.94	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

\$ 468.34 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment	Liability Limit <u>\$0.00</u>
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\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 52.42	Full Maintenance Program ³ Contract Miles <u>50,000</u>	OverMileage Charge	<u>\$ 0.0000</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 52.42 Additional Services SubTotal

\$ 42.25	Tax <u>9.0000%</u>	State CA
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\$ 563.01 Total Monthly Rental Including Additional Services

\$ 2,376.00	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of San Juan Bautista

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 360.00
Other Charges Total		\$ 360.00

VEHICLE INFORMATION:

2025 Toyota Camry LE 4dr Front-Wheel Drive Sedan - US

Series ID: 2559

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$26,405	\$28,700.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,135.00	\$1,135.00
Total Price	\$27,540.00	\$29,835.00

SELECTED COLOR:

Exterior: 040-Ice Cap
 Interior: 10-Boulder w/Fabric Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
040_01	Ice Cap	NC	NC
10_15	Boulder w/Fabric Seat Trim	NC	NC
FA	Fabric Seat Trim	STD	STD
FE	50 State Emissions	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 2.5L 4-Cylinder 16-Valve DOHC Hybrid	STD	STD
STDRD	Radio: Toyota Audio Multimedia w/8" Touchscreen	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTN	Transmission: Electronically Controlled CVT	STD	STD
STDTR	Tires: P205/65R16 AS	STD	STD
STDWL	Wheels: 16" Silver-Finished Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: trunk
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls, Full-Speed Range Dynamic Radar Cruise Control (DRCC) adaptive
Trunk/Hatch/Door Remote Release: power cargo access remote release
Fuel Remote Release: power fuel remote release
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Smart Key proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Emergency SOS: Safety Connect (up to 10-year trial subscription) emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio SiriusXM AM/FM/HD/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Connect with 30-day or up to 3GB trial subscription internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid and roof mount antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: Automatic High Beams (AHB) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights

Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-dash clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: cloth instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: piano black/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: carpet trunk lid/rear cargo door

Cargo Light: cargo light

Standard Engine:

Engine 225-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: APRIL 15, 2025
DEPARTMENT: ENGINEERING
FROM: JERRY SANGUINETTI, CITY ENGINEER
TITLE: APPROVAL OF ENGINEERING MEMO – FENCE
MODIFICATION AT 701 SECOND STREET

RECOMMENDED MOTION:

Review and approve the engineering memorandum prepared in accordance with Resolution No. 2025-02).

BACKGROUND:

On January 21, 2025, the City Council adopted Resolution No. 2025-02, which directed the City to engage a licensed traffic engineer to evaluate safety concerns related to an existing front yard fence located at 701 Second Street. The resolution was prompted by a complaint from the adjacent property owner at 705 Second Street regarding limited visibility when exiting his driveway due to the height and placement of the fence on the neighboring property.

The fence in question exceeds the maximum allowable height of three feet under Section 11-04-070(J) of the Planning Code and Section 10-1-505(C) of the Municipal Code, both of which exist to preserve safe sight lines for traffic and pedestrian movement.

In accordance with Item Nos. 1–4 of the resolution, the City retained a licensed traffic engineer who has completed a formal assessment of the driveway intersection and associated sight distance. The engineer’s technical memorandum includes recommendations to correct the violation by modifying the fence to conform to a reasonable sight triangle standard, consistent with the AASHTO Green Book or other accepted safety standard.

DISCUSSION:

The attached engineering memorandum clearly identifies the fence line segment that obstructs visibility and proposes modifications that will:

- Improve sight distance for the driveway at 705 Second Street,
- Mitigate safety hazards for drivers and pedestrians, and
- Respect the prior miscommunication to the property owner at 701 Second Street regarding fence height allowances.

Pursuant to the resolution:

- The Planning Department concurs with the recommended fence modification approach.
- A variance will be granted to allow the remaining sections of the fence (outside of the sight triangle area) to remain at their current height.
- The property owner at 701 Second Street will be responsible for the cost of the modifications, with the City contributing up to \$1,000 or 30% of the total cost—whichever is less—as a measure of fairness due to the previous written approval error.

FISCAL IMPACT:

A contribution from the City of up to \$1,000.00 or 30% of the total modification cost, funded via the General Fund, is authorized per Resolution No. 2025-02.

NEXT STEPS:

If approved, the City Clerk will issue formal notification letters along with the engineering memo to both Mr. Cassel and Mr. Adams, summarizing the findings, recommended modifications, and implementation timeline.

ATTACHMENTS:

Engineering Memorandum: Sight Triangle Evaluation – 701/705 Second Street
Copy of Resolution No. 2025-02

April 8, 2025

To Whom It May Concern,

SUBJECT: Letter of Report, Issues Surrounding fence height Involving 701 2nd Street

This letter report is submitted to describe the engineering principles that may be applied to the discussion and resolution of the fence height dispute at 701 2nd Street over the concern of pedestrian, bicycle and traffic safety at the neighbor's driveway (705 2nd Street).

My qualifications to discuss and weigh in on this issue include 38 years as a Registered Civil Engineer in the State of California, including employment for 30 years in the disciplines of Supervising Engineer (transportation and streets design) for the City of Santa Barbara, and land development and City Engineer at Cities of Solvang, Greenfield, San Juan Bautista and Paso Robles, where I conditioned, plan checked, permitted and inspected civil and traffic circulation improvements, including sidewalk and driveway geometry and placement.

This report does not attempt to address the history or detail the facts surrounding the dispute. This report is simply a discussion of good safety practices and sight-distance considerations with my recommendations for resolution. Safety should be one of the principal factor in determining decisions in transportation design and construction.

The safety challenge to be resolved is the lack of safe sight-distance for vehicles to exit the driveway at 705 2nd Street due to the existing fence on 701 2nd Street between the two properties. The fence height and proximity to the existing driveway obscures a safe sight-distance for oncoming traffic, pedestrian and bicycle traffic in the street and on the sidewalk for vehicles backing out of the driveway at 705 2nd Street.

Most communities in the United States draw upon the American Association of State Highway and Transportation Officials (AASHTO) Green Book for "good practices" and recommended sight-distances in designing for appropriate sight distances. A common concept used for preparing exhibits reflecting these good practices is a "visibility triangle." A "visibility triangle" demonstrates what could be regarded as a reasonable span of eyesight to see oncoming traffic, pedestrians or bicycles approaching at a reasonable distance based on a reasonably expected speed, to avoid potential conflict.

Applicable "good practices" regarding sight distances as it relates to the AASHTO Green Book can be found within the following referenced annotations. Note that the AASHTO Green Book only informs the professional experience and judgement of a licensed engineer. This is a guidebook with instructive principles for good design. Unless adopted by a local agency as an engineering standard, this is more of a guidebook than a strict standard for every circumstance. Specific circumstances and applications to be considered can be flexible based on engineering judgement of a licensed professional engineer.

AASHTO Green Book 7th Edition (2018) "A Policy on Geometric Design of Highways and Streets

See Sections:

2.6 PEDESTRIANS

2.9 SAFETY

3.2 SIGHT DISTANCE

4.6 ROADSIDE DESIGN

4.15 ROADSIDE CONTROL

5.3 LOCAL STREETS IN URBAN AREAS

6.3 COLLECTORS IN URBAN AREAS

9.5 INTERSECTION SIGHT DISTANCE

9.11 OTHER INTERSECTION DESIGN CONSIDERATIONS

Figure 3-13. Diagram Illustrating Components for Determining Horizontal Sight Distance.

Figure 9-16. Approach Sight Triangles at Intersections

Figure 9-17. Departure Sight Triangles for Intersections

These guidelines are for general guidance, tend to be conservative, and do not address specific situations, leaving room for professional analysis and recommendation.

If we were to strictly follow AASHTO we would find recommendations that the driver backing out of the driveway should have a clear view of traffic for approximately 280 feet before entering 2nd street and visibility of 50 feet of pedestrians before entering the sidewalk. Again, this is a conservative recommendation or guideline that could be used to set a range for site distance, with a minimum range established by a site visit, observation and measurements that can reasonably be accommodated.

It is interesting to note that, unfortunately, this specific type of visibility hazard is commonly found in older tracts and especially associated with fences on corner lots. It is always prudent to mitigate these pre-existing situations, when possible, especially when brought to the attention of the City and identified as a potential hazard.

It is my recommendation that the private parties agree to a compromise that accomplishes the goal of a reasonable improvement in visibility and safety, that a cautious driver could successfully navigate while slowly backing out of the driveway and being carefully observant. The conservative guidance in the AASHTO Greenbook In my opinion could be replaced with recommendations made from a site visit and observation. The MNS staff has visited the site, observed actual traffic conditions and in our professional judgement believe the following recommended "visibility triangle" would mitigate conflicts in most circumstances. Exceptions may include cross traffic moving at excessive speeds.

Recommendation:

Attached is an exhibit labelled "Visibility Triangle" for the Driveway at 705 2nd Street – (Minimum Recommended by City Engineer)" which simplifies the solution by proposing a 15' x 15" right triangle positioned at the back-of-sidewalk as shown in yellow representing my minimum recommended visibility triangle. This would allow very slow "stop and go" exiting from the driveway and allow minimum visibility to avoid conflicts in both street and sidewalk traffic. The visibility for street traffic for 185 feet is shown in red.

An additional recommendation would be the installation, by the property owner at 705 2nd Street, of an outdoor acrylic convex mirror mounted on a pole as represented in the second exhibit. These are readily found and purchased online. The City Attorney should review these recommendations for any legal liability concerns he may have.

Sincerely,
MNS Engineers, Inc.

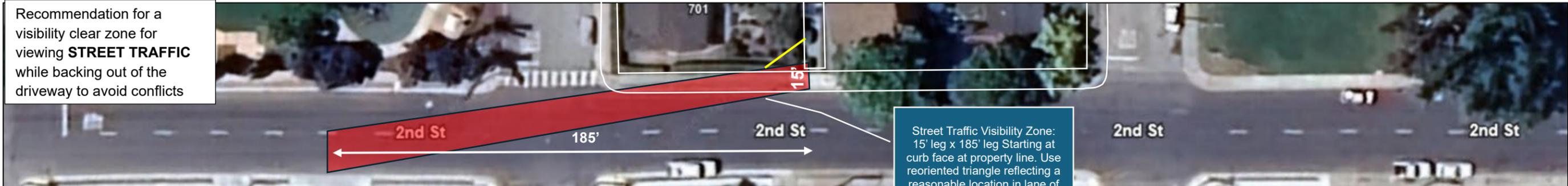


Douglas S. Pike
Principal Engineer/City Engineer (City of San Juan Bautista)



Visibility Triangle for the Driveway at 705 2nd Street – (Minimum Recommended by City Engineer)

Recommendation for a visibility clear zone for viewing **STREET TRAFFIC** while backing out of the driveway to avoid conflicts



Street Traffic Visibility Zone: 15' leg x 185' leg Starting at curb face at property line. Use reoriented triangle reflecting a reasonable location in lane of approaching traffic. Note this now also falls within the recommended sidewalk traffic visibility triangle

Recommendation for a visibility clear zone for viewing **SIDEWALK TRAFFIC** while backing out of the driveway to avoid



Sidewalk Traffic Visibility Triangle Clear Zone: 15' leg x 15' leg Starting at back of sidewalk at property line



Additional safety feature may be a outdoor acrylic Convex mirror mounted on a pole at the approx.. Location



RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA TO REQUIRE THE PROPERTY OWNER AT 701 SECOND STREET TO MODIFY THE EXISTING FENCE TO ADDRESS TRAFFIC AND PEDESTRIAN SAFETY CONCERNS

WHEREAS, the City Council of the City of San Juan Bautista has been made aware of traffic and pedestrian safety concerns raised by the property owner at 705 Second Street regarding limited visibility while egressing from their driveway due to an existing front yard fence located at 701 Second Street; and

WHEREAS, the fence in question exceeds the height limitation of three feet as established under Section 11-04-070. (J) of the Planning Code and Section 10-1-505. (C) of the Municipal Code, which govern front yard fence height restrictions to ensure traffic and pedestrian safety; and

WHEREAS, for purposes of this resolution, the fence is considered a "pre-existing, non-conforming structure," and at its current height obstructs visibility for vehicles exiting the adjacent driveway, creating a hazardous condition; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) Green Book establishes recommended sight triangle requirements, including maintaining clear zones for a minimum distance consistent with the reasonable or posted speed limit, to ensure unobstructed views of the roadway (and sidewalk) for drivers; and

WHEREAS, use of a reasonable sight triangle is essential for protecting the traveling public, ensuring that intersections and driveways provide adequate visibility by remaining free of obstructions to vehicle operators within the designated clear zones; and

WHEREAS, the City Council recognizes the importance of adopting and enforcing these safety concepts and standards to protect public safety and prevent potential traffic incidents; and

WHEREAS, the property owner at 701 Second Street was initially advised, albeit in error, that a higher-than-legal fence could be constructed, necessitating a balanced resolution to address both safety and fairness concerns.

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

1. That the City shall engage a licensed traffic engineer to assess the sight distance at the intersection of the driveway at 705 Second Street and the roadway, including the impact of the front yard fence located at 701 Second Street.
2. That the traffic engineer's findings shall be documented in a technical memorandum, including recommendations for modifying the fence to meet a reasonable sight triangle

standard consistent with AASHTO Green Book or other reasonable standard and submitted to the City Council for review.

3. That based on the findings, and considering the incorrect advice previously given to the property owner at 701 Second Street, the City Engineer, with the Planning Department's concurrence, shall allow for the modification of the existing fence to comply with reasonable sight triangle requirements; and a variance will be granted to permit the remaining portions of the fence to remain intact and at their current height.
4. That the costs associated with the assessment and any subsequent modifications to the fence shall be borne by the property owner at 701 Second Street, with a portion to be paid by the City of San Juan Bautista in an amount not to exceed \$1,000.00 dollars or 30%, whichever is less of the total cost, due to the previous letter of approval provided to the property owner, as the structure is in violation of applicable codes and poses a safety hazard.
5. That once adopted by this body, the property owner at 701 Second Street will be granted a reasonable timeframe and will work expeditiously to complete the required fence line modifications; not to exceed 45 days.
6. That the City Clerk is directed to notify the property owners at 701 Second Street and 705 Second Street of this resolution and the steps to be undertaken to address the safety concerns.

PASSED AND APPROVED by the City Council of the City of San Juan Bautista on this 21st day of January, 2025, by the following vote:

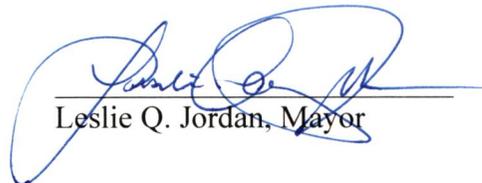
AYES: Councilmembers: Morris-Lopez, Sabathia, and Mayor Jordan

NOES: Councilmembers: Aranda and Freels

ABSENT: None

ABSTAIN: None

APPROVED:



Leslie Q. Jordan, Mayor

ATTEST:



Elizabeth Soto, City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: APRIL 15, 2025

DEPARTMENT: CITY MANAGER

FROM: ASHLEY COLLICK, INTERIM CITY MANAGER

TITLE: DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN BENITO AND THE CITY OF SAN JUAN BAUTISTA

RECOMMENDATION:

Approve the Memorandum of Understanding (MOU) between the County of San Benito and the City of San Juan Bautista regarding development within the city's planning area, and forward it to the San Benito County Board of Supervisors for review and approval.

BACKGROUND:

On May 26, 2020, the City's Urban Growth Boundary (UGB) and Sphere of Influence (SOI) Committee began discussions on changes to the City's Urban Growth Boundary and Sphere of Influence. In November 2023, the City adopted Resolution 2023-71, which included a new map of the UGB/SOI and Planning Area. To implement these changes, an agreement with the County is required for the application to the Local Agency Formation Commission (LAFCO).

On November 24, 2024, the City Council approved the MOU and forwarded it to the San Benito County Board of Supervisors for review and approval. The Board reviewed the MOU on March 25, 2025, and made the following recommendations for the City Council to consider:

- Include a termination clause allowing the agreement to be ended, along with an annual review of its terms.
- Add a 30-day waiver: The County will continue processing its applications if the city does not respond within 30 days.
- Remove the word "informal" in reference to "informal presentation" throughout the MOU.

The MOU has been updated to incorporate the County Board's recommendations. A scheduled meeting of the Urban Growth Boundary (UGB) Committee on April 7, 2025, was canceled due to a lack of quorum, preventing the committee from making a recommendation to the City Council.

Although the UGB Committee's input is highly valued, staff recommends approval of the updated MOU as the changes do not significantly alter the intent of the agreement. Planning Commissioners Dan DeVries and Chris Martorana, who have been key in developing the current MOU, are aware of the requested updates. If approved, staff will forward the MOU to the San Benito County Board of Supervisors for final approval.

ATTACHMENTS:

1. Resolution
2. 2025 MOU (redlined version)

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF SAN BENITO AND THE CITY OF SAN JUAN BAUTISTA REGARDING DEVELOPMENT WITHIN THE CITY'S PLANNING AREA

WHEREAS, the City of San Juan Bautista ("City") and the County of San Benito ("County" and, together with the City, "Parties") have a shared commitment to managing development within the City's Planning Area to ensure alignment with the goals of agricultural preservation, open space protection, and orderly growth; and

WHEREAS, the Parties acknowledge the City's General Plan policies, zoning regulations, and the Guidelines for Orderly Development, as well as the County-administered Land Conservation Act ("LCA") Program, which emphasizes the importance of land conservation and sustainable development; and

WHEREAS, the City's General Plan, Section 4.4.1, recognizes the "Area of Concern," which extends beyond the City's limits and encompasses the Planning Area, and requires that the City be notified and consulted on any projects within this area; and

WHEREAS, the City of San Juan Bautista has adopted Resolution 2023-71, which established a new Sphere of Influence, Urban Growth Boundary, and Planning Area, attached as Exhibit A; and

WHEREAS, the City and County wish to formalize their collaboration regarding development in the City's Planning Area by entering into a Memorandum of Understanding ("MOU") to guide the processing of development applications and ensure ongoing communication and cooperation between the Parties; and

WHEREAS, the City Council has reviewed and discussed the MOU, including the recommendations made by the County Board of Supervisors in March 2025, and the updated MOU reflects the necessary revisions as agreed upon.

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

1. **Approval of MOU:** The City Council hereby approves the Memorandum of Understanding (MOU) between the County of San Benito and the City of San Juan Bautista regarding development within the City's Planning Area, as attached hereto as Exhibit A.
2. **Forwarding to County Board of Supervisors:** The City Council directs that the approved MOU be forwarded to the San Benito County Board of Supervisors for their review and approval.

3. **Execution of the MOU:** The City Council or designee is authorized to sign the MOU on behalf of the City of San Juan Bautista upon approval by the County Board of Supervisors.

4. **Effective Date:** This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by the San Juan City Council Bautista this 15th day of April, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk

ATTACHMENT:

EXHIBIT A – Memorandum of Understanding (MOU) between the County of San Benito and the City of San Juan Bautista regarding development within the City’s Planning Area.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN BENITO AND THE CITY OF SAN JUAN
BAUTISTA REGARDING DEVELOPMENT WITHIN CITY’S PLANNING AREA**

WHEREAS, the City of San Juan Bautista (“City”) and the County of San Benito (“County,” and together with the City, “Party” or “Parties”) have adopted: (i) General Plan policies and zoning regulations; (ii) the Guidelines for Orderly Development; and (iii) the Planning Area (as hereinafter defined), together with the county-administered Land Conservation Act (“LCA”) Program, which, demonstrate a long-term commitment to agricultural and open space land conservation; and

WHEREAS, the Parties intend for this Memorandum of Understanding (“MOU”) to establish and ensure that development processed by the County within the City’s Planning Area (as hereinafter set forth) is in conformance with these goals; and

WHEREAS, the “Area of Concern,” as defined in Section 4.4.1 of the City’s General Plan, extends beyond the city limits and encompasses the Planning Area; and

WHEREAS, Section 4.4.1 of the City’s General Plan provides that any project in the Area of Concern should notify the City and receive input from the City; and

WHEREAS, the City’s General Plan encourages urban growth boundaries that: (i) successfully limit sprawl; (ii) promote new growth in desirable areas and protect prime agriculture, rangelands and viewsheds; and (iii) discourage subdivision of parcels in agricultural production; and

WHEREAS, the San Juan Bautista City Council adopted Resolution 2023-71 approving the” 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” which created a new Sphere of Influence, Urban Growth Boundary and Planning Area attached as Exhibit A; and

WHEREAS, establishment of a “Planning Area” (previously referred to as the “Area of Concern”) wherein City maintains significant influence, is vital to the protection of the historical character and setting of the City, which underpins the City’s cultural and economic well-being and community values; and

WHEREAS, it is the intention of the Parties now to memorialize the influence to be maintained by the City with regard to development of properties within the County’s jurisdictional boundaries, but which are also within the City’s “Planning Area” as herein set forth and recognized; and

NOW, THEREFORE, THE COUNTY OF SAN BENITO BY AND THROUGH ITS BOARD OF SUPERVISORS, AND THE CITY OF SAN JUAN BAUTISTA BY AND THROUGH ITS CITY COUNCIL HEREBY AGREE AS FOLLOWS:

1. **Parties.** This Memorandum of Understanding (“MOU”) is made and entered into by and between the County and City. The address of the County Board of Supervisors is 481 Fourth Street, 1st Floor, Hollister, CA 95023 and the address for the County Planning Department is 2301 Technology Parkway, Hollister, CA 95023. The address of the City is 311 Second Street, P.O. Box 14290, San Juan Bautista, CA 95045.

2. **Purpose.** The purpose of this MOU is to establish policies to guide Development (as hereinafter defined) in a certain portion of the unincorporated area of San Benito County that is adjacent to and surrounding the City (“Planning Area”), as more particularly described in Exhibit A attached to this MOU. Through execution of the MOU, the City and County intend to define shared expectations for future policies concerning Development within the Planning Area. This MOU is intended to evolve into future ordinances and/or agreements between the Parties that may explicitly replace and supersede this MOU.

3. **Term of MOU.** The MOU is effective upon the date last signed and executed by the duly authorized representative of the governing bodies of the County and City and shall remain in full force and effect until the date that any future ordinances and/or other agreements are executed by the Parties with respect to the Planning Area that, by their terms, explicitly replace and supersede the MOU. [The MOU shall renew by its own terms every year on January 1st, unless either Party provides a written “Notice of Termination” to the other Party no later than 6 \(six\) months prior to the renewal date.](#)

4. **Definition of Development and Structure.** For the purposes of this MOU, “Development” and “Structure” shall have the same meanings attributed to those terms in California Government Code § 65927.

5. **Policies for Processing Development Applications Within City’s Planning Area.**

A. **Ongoing Dialogue and County Presentations.** The planning staff of City and County shall meet to discuss proposals, inquiries and development interests at least quarterly or as they arise. Note that for purposes of this paragraph, “proposals, inquiries and development interests” shall include, without limitation, those inquiries made to the County on an informal basis, e.g., prior to any formal application. Although it is the intention of the Parties to always maintain a dialogue between them, County commits to make a presentation to the City’s Planning Commission on at least a quarterly basis regarding all development inquiries it is aware of within the Planning Area.

B. **Process for Applications Within City’s Planning Area.** The City and County will collaborate and process development proposals and applications as they are submitted to the County Resource Management Agency (“RMA”) (Planning Department) for consideration as follows:

- a. **Transmitting Applications Within Planning Area:** When a formal application for Development has been actually submitted to the County for a “project” within the City’s Planning Area, that application shall be transmitted to the City when it is received by County.
- b. **Informal-Applicant’s Presentation to City:** Upon receipt of an application from County, City staff shall take all steps necessary to schedule the matter for ~~an informal~~ presentation by the project applicant, or their designee, to the City’s Planning Commission on the soonest-available agenda as an “Agenda Item,” but in no event longer than 30 days from the date of receipt by City. If City fails to schedule the presentation within 30 days of its receipt of the application from County, the presentation is deemed waived.
- c. **City Feedback from Informal Presentation:** After hearing the ~~informal~~ presentation, the City Planning Commission shall accept public comment, deliberate and provide formal feedback to the applicant and County staff in the form of a letter signed by the City’s Planning Commission Chair. County shall include this letter from the City in their file for the application, and otherwise take City’s comments into consideration as they process the application.
- d. **County Shall Respond to City’s Comments:** As to any comments, feedback and/or suggestions made by City throughout this process, County shall provide responses prior to the final vote by the City’s Council as set forth immediately below.
- e. **Include City in Preparation of Conditions:** As the County processes the application, and upon completion of any draft or proposed “conditions of approval,” and/or “mitigation measures” for an environmental document, County shall forward the proposed conditions and mitigation measures to City for its review and consideration which may include review by the City’s Planning Commission. If City has any feedback, proposed modifications or additions, City shall communicate these suggestions to County planning staff.
- f. **Opportunity for City to Support or Oppose Project:** Upon completion of the County’s processing of the application, including any proposed conditions of approval and/or mitigation measures, County shall forward its “Staff Report” and any supporting documents to City for review and consideration by City’s staff, Planning Commission, and City Council. The application will then be placed on the agenda for the City Council as an action item resulting in a vote to either support or oppose the project.

- g. **City's Resolution Communicated to County:** The vote of the City's Council to either support or oppose the project, and the basis of the City's position, shall be in the form of a Resolution and forwarded to the County. The Resolution shall then be included in the materials prepared by County staff for its County Planning Commissioners, and shall also be described in County staff's report for the County Planning Commission hearing on the application.
 - h. **City's Resolution Given Great Weight:** County, its staff and Planning Commission, will consider City's feedback, including the City's Resolution to either support or oppose the application and shall give the City's resolution during County's deliberations. If approved, the final County action, staff report, resolutions, etc., including any conditions of approval and/or mitigation measures, shall be transmitted to City Planning staff.
- C. County Shall Require Completion of This Process:** County shall not deem an application "complete" pursuant to Government Code §65943 unless and until the project applicant has completed the "Informal Presentation to the City" as set forth in paragraph 5(B)b, above.
- D. Compliance with the Permit Streamlining Act:** Nothing in this MOU is intended by the Parties to create any unreasonable delays, in keeping with the Permit Streamlining Act (Government Code §65943), and the Parties shall work together to that end.

6. General Provisions.

A. Amendments. Either Party may request changes to the MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument and effective when executed and signed by all Parties to the MOU. Any changes, modifications or amendments, shall thereafter be attached to this MOU and incorporated herein as though fully set forth.

B. Applicable Law. The laws of the State of California shall govern the construction, interpretation, and enforcement of the MOU. The courts of the State of California shall have jurisdiction over any action arising out of the MOU and over the Parties, and the venue shall be the County of San Benito Superior Court.

C. Entirety of Agreement. This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

D. Severability. Should any portion of the MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

E. Sovereign Immunity. The City and the County and their respective governing bodies do not waive their sovereign immunity by entering into the MOU, and each fully retains all immunities and defenses provided by law concerning any action based on or occurring as a result of the MOU.

7. Signatures. In witness of which, the Parties to the MOU through their duly authorized representatives have executed the MOU on the days and dates set out below and certify that they have read, understood, and discussed with their respective governing bodies this MOU and its contents who agreed to the terms and conditions of the MOU as set forth herein. The effective date of the MOU is the date of the signature affixed to this page.

**COUNTY OF SAN BENITO:
San Benito County Board of Supervisors**

By: _____ Date: _____

Its: Chair _____

**CITY OF SAN JUAN BAUTISTA:
San Juan Bautista City Council**

By: _____ Date: _____

Its: Mayor _____

**APPROVED AS TO LEGAL FORM:
San Benito County Counsel**

By: _____ Date: _____

Its: _____

**APPROVED AS TO LEGAL FORM:
City of San Juan Bautista City Attorney**

By: _____

Date: _____

Its: _____



CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

DATE: APRIL 15, 2025

DEPARTMENT: ADMINISTRATION

BY: ELIZABETH SOTO, CITY CLERK

THRU: JON R. GIFFEN, CITY ATTORNEY

TITLE: PERMIT THE USE OF SAFE AND SANE FIREWORKS WITHIN THE CITY, ONLY BETWEEN NOON AND 10:00 P.M., ON JULY 4, 2025; AND AUTHORIZE NON-PROFIT ORGANIZATION ANZAR HIGH SCHOOL BOOSTER CLUB TO SELL SAFE AND SANE FIREWORKS FOR THE FOURTH OF JULY HOLIDAY

RECOMMENDED ACTION(S):

Approve a Resolution Authorizing Non-Profit Organization Anzar High School Booster Club to Sell Safe and Sane Fireworks for the Fourth of July Holiday; and Permit the Use of Safe and Sane Fireworks Within the City, Only Between Noon and 10:00 p.m., on July 4, 2025

EXECUTIVE SUMMARY:

At its meeting on April 16, 2024, the City Council voted to end daily fireworks sales at 9:00 p.m. to align with the operating hours of the Windmill Market. On July 4th, sales hours were adjusted to end at 7:00 p.m.

Pursuant to Section 5-1-165 of the Municipal Code, the City Council authorized the sale of state-approved, factory-packaged fireworks for public use, where permitted by local law. The Council directed the Fire Chief of the City of Hollister to issue a permit to the Anzar High School Boosters Club for the sale of such fireworks at Windmill Market, located at 301 The Alameda in San Juan Bautista. Sales may take place between 9:00 a.m. and 9:00 p.m. beginning at noon on June 30, 2025, and ending at 7:00 p.m. on July 4, 2025.

The Anzar High School Boosters Club is a registered non-profit organization and is exempt from obtaining a business permit for this fundraising activity. All proceeds will be used exclusively for charitable purposes.

BACKGROUND INFORMATION:

In 2021, the City took specific and urgent action to further control the use of fireworks in the City due in part to extremely dry drought conditions. The City increased the bail scheduled for fines for the illegal fireworks and established a budget and special enforcement duties for public safety.

Generally speaking, the effort was successful on those days leading up to the 4th of July. On the 4th of July in 2001, resources were spread thin making enforcement difficult. Code Enforcement attempted an “educational approach” to enforcement that was partly effective. Three citations were written. One arrest was made using the camera system leased for the holiday. The “de-brief” of the event lead to several proposed changes.

Staff was directed to clarify the two City codes in place; 5-1-165 and 5-16-100. 5-1-166 does allow fireworks in the City with the approval by the Fire Marshall, and these have for decades been limited to “Safe and Sane” fireworks. Code 5-16-100 does prohibit the use of fireworks in the City unless the time is specified and the locations are identified by the City Council. The City policy last year was intended to be a “Zero Tolerance” policy and will be enforced in this manner in the future through the use of the emergency incident command structure, increased cooperation and collaboration between the Fire Department, Sheriff, Code Enforcement and private security.

The City Attorney has considered the two City Codes and determined that they are not in conflict with each other. The prohibition allows the Council discretion in their use. Attached is a resolutions for the Council to consider concerning the request of the Anzar High School Boosters Club to sell fireworks for the 4th of July season.

The resolution allows the use of safe and sane fireworks on private property by persons over 18 or minors accompanied by and under supervision of a parent or guardian on July 4, from noon until 10:00 p.m.

The resolution recognizes the adoption of Resolution 2021-34A and affirm the increased administrative bail schedule established by that resolution for violations of 5-16-100 (\$1K first offense, \$2.5K second offense, and \$5K third and subsequent offenses).

The Council can exercise its authority to provide further limitations. The use of fireworks can be restricted to just the 4th of July between certain hours.

Staff will work with its partners to re-establish a special enforcement team as it did last year. This was a \$9,000 expense including outreach efforts, camera system, and special private security duty.

FISCAL IMPACT:

The \$9,000 budget will be paid from the General Fund, and be included in the 2026 budget.

ATTACHMENTS:

1. Proposed Draft Resolution

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA PERMITTING THE USE WITHIN THE CITY ONLY BETWEEN NOON AND 10:00 P.M. ON JULY 4, 2025, AND ONLY ON PRIVATE PROPERTY FOR WHICH THE OWNER HAS GIVEN PRIOR PERMISSION, AND AUTHORIZING THE ANZAR HIGH SCHOOL BOOSTERS CLUB TO SELL APPROVED FIREWORKS WITHIN THE CITY FOR THE JULY 4, 2025, HOLIDAY

WHEREAS, Section 5-16-100 of Chapter 5-16 of the City’s Municipal Code entitled “Fireworks” prohibits setting off fireworks within the City except at such times and places as the City Council may designate and permit; and

WHEREAS, Section 5-1-165 of Chapter 5-1 entitled “California Fire Code, 2024 Edition” amends Section 7802 of the Uniform Fire Code to permit, upon approval by the City Council, the issuance by the Fire Chief of one permit for the sale during the period from noon on June 30 to 7:00 p.m. on July 4 of factory-packaged assortments of legal fireworks permitted by the State Fire Marshall for use by the general public; and

WHEREAS, the City of Hollister provides fire protection services under contract to the City of San Juan Bautista and the Fire Chief of the City of Hollister serves presently as the Fire Chief of the City of San Juan Bautista; and

WHEREAS, on April 1, 2024 a request was received from American Promotional Events, Inc. dba TNT Fireworks on behalf of the Anzar High School Boosters Club to sell “safe and sane” fireworks daily during the hours of 9:00 a.m. and 9:00 p.m., commencing on June 30, 2025 and ending at 7:00 p.m. on July 4, 2025, from a fireworks’ stand to be located in the parking lot of The Windmill Market at 310 The Alameda; and

WHEREAS, American Promotional Events, Inc dba TNT Fireworks has provided proof of insurance coverage including, but not limited to, commercial general liability insurance in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate naming the City of San Juan Bautista as an additional insured; and

WHEREAS, on June 29, 2021, by Resolution 2021-34A the City Council approved the delegation of authority to its private security provider to issue administrative citations for violation of the City’s fireworks laws; and

WHEREAS, by Resolution 2021-34A the City Council also established a bail schedule for administrative citations issued pertaining to enforcement of Section 5-16-100 which provides for a fine of \$1,000 for a first offense, \$2,500 for a second offense and \$5,000 for a third or subsequent offense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SAN JUAN BAUTISTA AS FOLLOWS:

1. The above Recitals are true and correct.
2. In accordance with Section 5-16-100 of the Municipal Code the City Council hereby designates, permits and orders that the date of July 4, 2025 commencing at noon and ending at 10:00 p.m. shall be the date and times during which it shall be lawful for any person over the age of 18, or a minor accompanied by and under the supervision of a parent or guardian, to ignite, fire off, or cause to be exploded fireworks of the type approved by the State Fire Marshal for use by the general public which are sold only in factory-packaged assortments.
3. In accordance with Section 5-16-100 of the Municipal Code, the City Council further designates, permits and orders the use of the fireworks described in Section 1 only on private property within the City for which the owner of the property has given prior permission for such use.
4. The City Council hereby affirms the bail schedule established by Resolution 2021-34A for violation of Section 5-16-100.
5. In accordance with Section 5-1-165 of the Municipal Code, the City Council hereby directs that one permit be issued for the sale of factory-packaged legal fireworks of the type permitted by the California State Fire Marshal for use by the general public where permitted by local regulation and requests the Fire Chief of the City of Hollister to issue that permit to the Anzar High School Boosters Club to allow the sale of such fireworks in the City of San Juan Bautista at the Windmill Market, 301 The Alameda, commencing at noon on June 30, 2025 and ending at 7:00 p.m. on July 4, 2025. The Anzar High School Boosters Club is a non-profit organization and is not required to obtain a business permit for this fundraising event from which the receipts are used solely for a benevolent purpose.
6. For purposes of clarity, the use of any fireworks within the City other than legal “safe and sane” fireworks contained in factory-packaged assortments of fireworks permitted by the State Fire Marshal for use by the general public by those persons and during the period and at the locations designated by this resolution may subject the user to the penalties provided by Resolution 2021-34A.

PASSED AND ADOPTED the San Juan Bautista City Council on this 15th day of April 2025 at a regular meeting of the City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk



April 1, 2025

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

Dear Mayor & Council Members,

The Anza High School Boosters is requesting permission to sell State Approved "Safe & Sane" Fireworks for the 2025 4th of July Celebration. This sale is the largest annual fundraiser for the High School Boosters.

The sale will be held from a fireworks stand on the parking lot of the Windmill Market at 301 The Alameda, San Juan Bautista, CA. Written permission for use the parking lot will be secured from Jim Gibson, owner of the Windmill Market. Jim has given verbal permission contingent on Council approval. The dates of sale will be June 30th thru July 4th and daily hours of operation are 9am to 10pm.

Insurance coverage in the amount of \$1,000,000 accompanies this request. Covered are the Windmill Market, Anzar HS Boosters and the City of San Juan Bautista and/or volunteers. A certificate of insurance has been hand delivered to Jim Gibson.

A State Fire Marshal License has been obtained from the Office of the State Fire Marshal and accompanies this request. All information needed by the City of Hollister Fire Department will be submitted to their office for City permit & stand inspection.

If there is anything else the City of San Juan Bautista requires, please let me know.

[REDACTED]

Milton D. Broussard- Area Manager
TNT Fireworks

[REDACTED]

American Promotional Events, INC.- West/ TNT Fireworks
8151 Power Ridge Road, Sacramento, CA 95826
cell (916) 704-3473 Fax (916) 386-0745
www.tntfireworks.com



Entity Status Letter

Date: 1/14/2025



Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID:

Entity Name: ANZAR HIGH SCHOOL BOOSTER CLUB, INC.

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 .
- 4. We do not have current information about the entity.
- 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
Phone: 800-852-5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California
Relay Service: 711 or 800-735-2929 (For persons with hearing or speech impairments)

FIREWORKS PACKET COVER SHEET

Anzar HS Boosters

Organization

Check	Date
_____ Non-Profit Status	_____
_____ Application Complete	_____
_____ Hold Harmless Agreement	_____
_____ Site Location Map	_____
_____ Property Release	_____
_____ Fireworks HAZMAT Plan	_____
_____ City Permit Fee - \$700 (Resolution No. 2007-11)	_____
_____ Fire Department Permit Fee - \$200	_____
_____ Site Bond (refundable) \$100	_____
_____ Insurance Certificate	_____
_____ State Fire Marshal License	_____
_____ Tents on-site require a Building	_____
_____ Permit from Building Dept - \$101	_____
 Fireworks Booth application sent to Planning Department	_____
 Hazardous Materials Management Plans to Fire Department	_____

CITY OF HOLLISTER
375 FIFTH STREET
HOLLISTER, CA 95023
PAGE 1 OF 2

DATE AND TIME RECEIVED

FIREWORKS SALES PERMIT APPLICATION

This form must be filed with the City Clerk's Office prior to the City council review and issuance of a fireworks sales permit.

Section 1:

Organization: Anzar HS Boosters

Address: 2000 San Juan Highway, San Juan Bautista, CA 95045

Contact: Gina Acevedo

Phone Number(s): [REDACTED]

.....

Section 2:

Applications for permits shall be filed with the City Clerk's Office of the City of Hollister as follows:

- (a) Applicants shall be a 501(c) nonprofit organization.
- (b) Applications are to be filed between March 1 and March 31, inclusive, of each year by said nonprofit organization.

Each applicant shall disclose the location where "safe and sane fireworks" will be stored prior to the effective date of the permit and where those not sold during the term of the permit will be subsequently stored.

Each permit shall be valid for a period of not more than seven (7) consecutive days immediately prior to and including July 4th of each year and shall be limited to a particular site, which site shall be located within three hundred (300) feet of a fire hydrant, at least fifty (50) feet from any structure, and at least three hundred (300) feet from any other permitted site.

No stand or structure shall be constructed or erected for the sale of "safe and sane fireworks" more than ten (10) days prior to the effective date of the permit for the site and shall be dismantled and removed from the site within seven (7) days of the date of expiration of the permit.

Requested Site Location (be specific; attach map): Parking lot at The Alameda

301 The Alameda, San Juan Bautista, CA

Where will parking be provided: Adjacent to the stand in parking spaces

Distance from the nearest fire hydrant: 230'

Distance to closest structure: 170"

Requested first date of sales: 06/28 @ 12 noon

Location where fireworks will be stored prior to sales: In approved containers at the Hollister Airport.

Location where fireworks will be stored following sales: Same

.....

Section 3:


Signature of Applicant

3/13/2025
Date

Section 4:

1. Sales Site Use Zone (Planning Department): _____

2. Use Permitted (Planning Department): _____

3. Site approved for use (Fire Department): _____

Comments: _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Anzar HS Boosters, its employees, agents, officers, representatives, contractors, heirs and assigns, (collectively "Applicant"), hereby WAIVES, RELEASES AND DISCHARGES any and all claims against the City of Hollister and/or its employees, officers, agents, or contractors, (collectively "City"), for death, personal injury, property damage, or any other damages which Applicant may have or suffer, or which may hereafter accrue, as a result of the:

- Block Party
- Parade
- Public Event
- Banner/Sign
- Other Fireworks Sales Booth

("the Activity"). This RELEASE is intended to discharge the City in advance from any and all liability arising out of or connected in any way with the Activity, even though that liability may arise out of negligence or carelessness on the part of the City.

Applicant further understands that accidents, whether of a serious or minor nature, occasionally occur during the course of an Activity such as that for which Applicant has requested permission from the City of Hollister; and that participants may occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of the Activity, Applicant ASSUMES those risks and agrees to RELEASE AND HOLD HARMLESS the City regardless of whether or not any injury or damage is caused in part by the City.

It is further understood and agreed that this WAIVER, RELEASE AND ASSUMPTION OF RISK is to be binding on Applicant, and such individuals or entities comprising Applicant, and Applicant will make no claim against, sue, attach the property of, or prosecute the City for injury or damage or economic loss resulting from the negligence or other acts or omissions, howsoever caused, of City, as a result of Applicant's participation in, or City's authorization of the Activity, or any other act or omission of City relating to the Activity.

Applicant shall INDEMNIFY, RELEASE AND HOLD HARMLESS the City from:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Applicant, and damages to or destruction of any property of City or Applicant, or any economic loss suffered by Applicant, arising out of or in any manner directly or indirectly connected with the Activity, however caused and regardless of whether or not caused in part by the City.

(b) Any and all damages, costs, expenses, or penalties, imposed on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant.

Applicant shall, at its own cost, expense and risk, defend all suits, actions, or other legal proceedings of every kind that may be brought or instituted by third persons against the City, relating to the Activity, or to enforce any penalty relating to the Activity. Applicant shall pay and satisfy any judgment, award, decree or penalty assessment that may be rendered against City, in any such suit, action or other legal proceedings. Applicant shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the City from any claim arising from the sole negligence or willful misconduct of the City.

3/13/2025
DATE


APPLICANT 0D7968DD23134CD.

Anzar HS Boosters

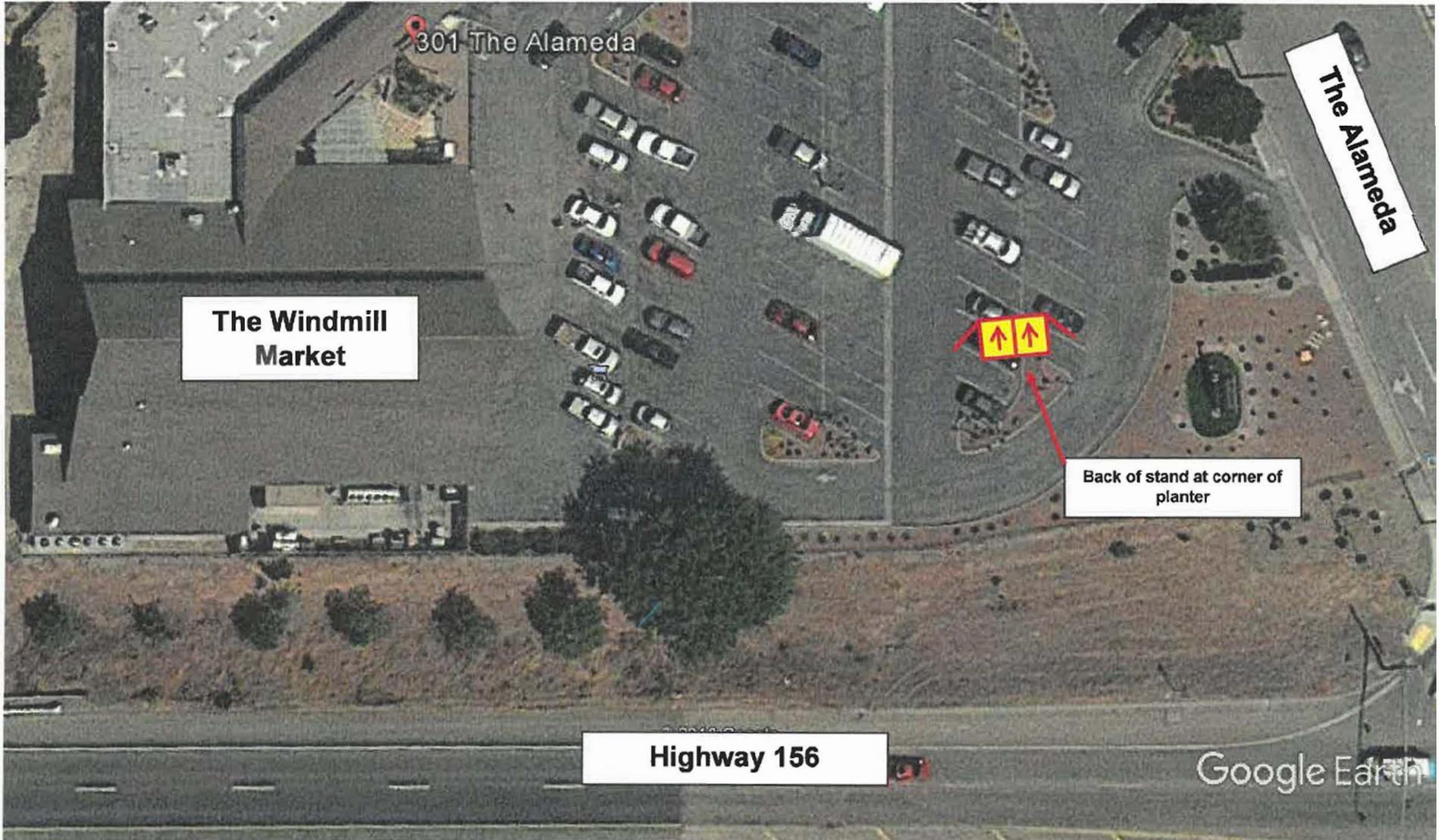
Alameda Plaza

301 The Alameda, San Juan Bautista, CA

16' Stand, Wings

Location: XXX1247

Notes: Stand faces north. Use 2 barrels full of water to anchor stand.



TO THE CITY OF SAN JUAN BAUTISTA,

Permission is hereby granted to Anzar High School Booster Club and American Promotional Events Inc. for the right to use the property located at The Alameda Plaza, 301 The Alameda in the City of San Juan Bautista for their **2025** Fireworks stand.

It is understood that this sale will be conducted in accordance with all City, County, and State regulations. This permission is contingent on receiving proof of insurance for the operating period.

Signature:  _____

91AD29AD5164428

Print Name: James Gibson

Date: 02/19/25

XXX1247

CITY OF HOLLISTER
375 FIFTH STREET
HOLLISTER, CA 95023
PAGE 1 OF 3

DATE AND TIME RECEIVED

FIREWORKS HAZARDOUS MATERIALS MANAGEMENT PLAN

Complete and return to the City Clerk's Office by May 15th.

Date: 3/13/2025
Name: Gina Acevedo
Address: 2000 San Juan Highway, San Juan Bautista, CA 95045
Phone Number(s): [REDACTED]
Alternate Contact Name: _____
Alternate Phone Number(s): _____
Site Location of Fireworks Stand: The Parking lot in front of the Windmill Market

Adjacent Properties (business/property owner):

North: Post Office Phone: ()
East: San Juan School Phone: ()
South: Highway 156 Phone: ()
West: The Windmill Market Phone: ()

Special Land Uses Within One-Half Mile (name and phone number, such as school or hospital):

North: _____ Phone: ()
East: _____ Phone: ()
South: _____ Phone: ()
West: _____ Phone: ()

Instructions for completing the inventory page, Page 3

Business Name: Please list your name and the site location of the fireworks stand. Use a separate page for each fireworks stand. When complete, sign and date.

The following descriptions apply to most "Safe and Sane" Fireworks.

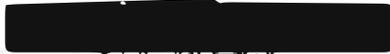
Chemical name	Black Powder
Trade or Common Name	Fireworks
Storage Container Size	Various

City of Hollister
Fireworks Hazardous Materials Management Plan
Page 2 of 3

Type of Storage	"A" on shelves
Total Amount on Hand	Show the highest inventory at any time
D.O.T. Class	A, B, or C: usually C, Letter will be on the shipping box.
UN/NA Number	Number will be on shipping box.
Waste Storage	These two columns are not applicable to Fireworks Stands.

I declare under the penalty of perjury that the foregoing information is true and correct. If there is any change which would materially affect any answer given (for example, a change in the amount or type of material(s) stores, or in management or ownership), I will inform the City and apply for an appropriate amendment to this permit application.

Executed this _____ day of 3/13/2025, 20____



Signature of Applicant

GINA ACEVEDO

Printed name of Applicant

City of Hollister
 Fireworks Hazardous Materials Management Plan
 Page 3 of 3

BUSINESS NAME Anzar HS Boosters

(Separate form required for each business address. Make additional copies if necessary.)

	Chemical Name	Trade or Common Name	Storage Container Size	Type of Storage (Code 2)	Total on Hand			D.O.T. Class (Code 1)	UN/NA Number	Waste Storage			
					Liq.	Solid	Gas			Container Type	Total Amount on Hand		
											Liquid	Solid	Gas
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
13.													
14.													

I certify that the above information is true and correct to the best of my knowledge. I understand that I will not receive my Hazardous Materials Storage Permit until this form is fully completed and returned within 30 days of receipt.

Permit Masters/Fireworks HAZMAT

DocuSigned by:

 Signature 0D7966DD23134CD...



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC
 3280 Peachtree Rd. NE, Ste. 1000
 Atlanta GA 30305
 (404) 460-3600

INSURED
 1359629 American Promotional Events, Inc.
 DBA TNT Fireworks, Inc.
 555 North Gilbert Avenue
 Fullerton CA 92833

CONTACT NAME:
PHONE (A/S, Hs, Ext): **FAX (A/S, Hs):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Century Surety Company	36951
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12383260 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y N	CCP1219465	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXX XX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured: The parking lot located at 301 The Alameda, San Juan Bautista, CA 95045 (Loc# XXX1247). Anzar High School Boosters / The City of San Juan Bautista and/or volunteers / Alameda Plaza / The above listed are Additional Insureds with respect to the General Liability Policy as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

12383260
 The City of San Juan Bautista
 311 Second Street
 San Juan Bautista CA 95045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
 DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
 FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$150.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
 Office of the State Fire Marshal
 PO Box 944246, Sacramento, CA
 94244-2460
 (916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Broussard, Milton	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 8151 POWER RIDGE ROAD, SACRAMENTO, CA, 95826	
Local Contact Person and Phone Number (if different from Licensee above): Milton Broussard, (916) 704-3473	

STAND INFORMATION

Group Name: Anzar Booster Club
Physical Address (Street Address, City, CA, Zip): 301 Alameda, San Juan Bautista, CA, 95045
County of Stand Location: San Benito

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Broussard, Milton	Phone Number: [REDACTED]

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Hollister Fire Dept.
Physical Address (Street Address, City, CA, Zip): 375 Fifth Street , Hollister, CA, 95023

CAL Fire Validation No. 8723 Valid Through 06/28/2025-07/06/2025

[REDACTED SIGNATURE]

03/04/2025

Signature of Fireworks Program Coordinator Signature of Licensee Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be atleast 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

**CITY OF SAN JUAN BAUTISTA
CITY COUNCIL
UNOFFICIAL MEETING MINUTES
MARCH 18, 2025**

1. CALL TO ORDER

Mayor Jordan called the regular meeting to order at 5:31 p.m. in the Council Chambers, 311 Second Street, San Juan Bautista California.

PLEDGE OF ALLEGIANCE

Councilmember Morris-Lopez led the pledge of allegiance.

ROLL CALL

Present:

Councilmember Jose Aranda – *arrived at 5:39 p.m.*

Councilmember Scott Freels

Councilmember Jackie Morris-Lopez

Mayor Pro Tem EJ Sabathia – *left at 9:13 p.m.*

Mayor Leslie Q. Jordan

Absent:

Staff Present:

Ashley Collick, Interim City Manager

Jon R Giffen, City Attorney

Elizabeth Soto, City Clerk

Also Present:

Roy Morales, Public Safety Coordinator

Ilse Lopez-Narvaez, Associate Planner

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

The City Council will recess to closed session pursuant to:

a. Conference with Legal Counsel—Existing Litigation – Orozco v. City of San Juan Bautista, et al. (California Government Code section 54956.9(d)(1))

b. Conference with Legal Counsel—Existing Litigation – Kurasaki v. City of San Juan Bautista, et al. (California Government Code section 54956.9(d)(1))

City Attorney Giffen reported that item b would be withdrawn.

Mayor Jordan recessed to closed session at 5:03 p.m.

Mayor Jordan reconvened the meeting at 6:01 p.m.

City Attorney Giffen reported that the City Council met in closed session and pointed out that item b was withdrawn, and that there was no reportable action.

3. PUBLIC COMMENT

Received comments from the following members of the public:

Bill Adam
Shawna Freels

4. ADMINISTRATIVE REPORT

A. Treasurer's Report and Monthly Financial Statements

Wendy Cumming, CPA, presented the Financial report for the period ending January 2025.

No public comments were received.

5. CONSIDERATION

A. San Benito Leadership Institute Sponsorship

Recommendation: Approve a one-time Sponsorship to the San Benito Leadership Institute (SBLI) for \$5,000 to Help Support the 2025-26 Leadership Program.

Brenda Weatherly, San Benito County Leadership Institute, provided an overview of the Leadership Institute program. The program would have nine full day seminars running from September 2024 through May 2025. The program would cover various civic issues such as arts and culture, economic development, education, justice and safety, and diversity, equity, and inclusion. It also includes leadership development modules on topics like emotional intelligence, self-awareness, stress management, and diversity, equity, and inclusion.

Councilmember Aranda asked how long the council had been supporting the leadership program and clarified that this current year was the first year of support.

Councilmember Freels expressed concern about the application process for nonprofits and questioned why the Leadership Institute was coming to the front of the line when there was an agreed-upon process for funding nonprofits. He emphasized the importance of following the established application process and not allowing any group to bypass it. He also asked about the financial contributions from Aromas.

Councilmember Morris-Lopez thanked the organization for their work in the community and congratulated the San Juan Bautista resident that currently is going through program.

Mayor Pro Tem Sabathia expressed support for the program and mentioned that he remembered discussions about having a process to review all requests at once. He emphasized the importance of reviewing all requests in an orderly manner.

Interim City Manager Collick provided clarification on the funding and application process, mentioning that there were funds set aside from the previous year and that the council had approved funds for the current fiscal year. He confirmed that the application process was still being developed and that there were funds available for the program.

No public comments were received.

6. CONSENT

A. Approve the Affidavit of Posting Agenda

B. Waive Reading of Resolutions and Ordinances on the Agenda Beyond Title

C. Highway Safety Improvement Program (HSIP) Cycle 12 Award

Recommendation: Approve a Resolution accepting the Highway Safety Improvement Program (HSIP) Cycle 12 award of \$349,588 for the implementation of the pedestrian and traffic safety improvements along 2nd Street.

D. General Plan Annual Progress Report (APR) and The Housing Element (HE) Annual Progress Report for 2024

Recommendation: Approve a **RESOLUTION** Accepting the General Plan (GP) Annual Progress Report (APR) and the Housing Element (HE) APR for 2024, and submit the GP APR and the HE APR to the Governor's Office of Land Use and Climate Innovation (LCI), and the California Housing and Community Development (HCD).

E. Women's History Month, March 2025

Recommendation: Proclaim March 2025 as Women's History Month and "Celebrate Women Who Tell Our Stories," Recognizing the women whose work in literature, journalism, art, film, and other forms of storytelling has inspired change, fostered understanding, and amplified women's voices worldwide.

F. Approve the Regular Meeting Minutes of February 18, 2025

MOTION:

Upon motion by Mayor Pro Tem Sabathia, second by Councilmember Morris-Lopez, the consent calendar items A, B, and D, were approved.

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

Mayor Pro Tem Sabathia
Councilmember Morris-Lopez

Item No. C. Highway Safety Improvement Program (HSIP) Cycle 12 Award

The following members of the public
Wanda Guibert, San Juan Bautista Historical Society

MOTION:

Upon motion by Mayor Pro Tem Sabathia, second by Councilmember Aranda, a Resolution accepting the Highway Safety Improvement Program (HSIP) Cycle 12 award of \$349,588 for the implementation of the pedestrian and traffic safety improvements along 2nd Street, was approved.

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

Item No. F. Approve the Regular Meeting Minutes of February 18, 2025

Mayor Jordan pointed out that Mayor Pro Tem Sabathia should be noted as absent

MOTION:

Upon motion by Mayor Pro Tem Sabathia, second by Councilmember Aranda, the Regular Meeting Minutes of February 18, 2025, were approved as amended.

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

Item No. E. Women's History Month, March 2025

MOTION:

Upon motion by Councilmember Morris-Lopez, second by Councilmember Freels, the City proclaimed March 2025 as Women's History Month.

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

Mayor Jordan recessed to a short break at 6:54 p.m. and reconvened at 7:01 p.m.

7. ACTION ITEMS

A. Hollister Fire Services Agreement No. 1

Interim City Manager Ashley Collick an overview of the proposed amendment to the fire services agreement between San Juan Bautista and the City of Hollister. The amendment requests an additional payment of \$150,000 for fiscal year 2024-25, increasing the budget from \$268,279 to \$468,279. Starting in fiscal year 2025-26, the contract amount will increase by 11% annually until June 2028.

The contract amounts for each fiscal year are specified as:

FY 2024-25: \$418,279.00

FY 2025-26: \$464,289.69

FY 2026-27: \$515,361.56

FY 2027-28: \$572,051.33

The payment schedule will shift from a calendar year model to a fiscal year model, running from July 1 to June 30. The contract will terminate on June 30, 2028, unless terminated earlier due to non-payment. The amendment reduces staffing levels at the San Juan Bautista fire station from three firefighters to two. The staffing levels within Hollister and other jurisdictions will be determined at Hollister's sole discretion. The contract may only be terminated by Hollister if San Juan Bautista fails to make payments within 60 days of receiving written notice.

Councilmember Aranda questioned the rationale behind reducing the staffing from three to two firefighters and emphasized the importance of maintaining adequate coverage.

The Fire Chief clarified that he was not involved in the negotiations that led to the proposed reduction in staffing levels at the San Juan Bautista fire station from three firefighters to two. He was informed of the changes only recently and could not provide specific reasons for the decision. The Chief explained the significant difference in operational capacity between a three-person engine company and a two-person engine company. He emphasized that reducing staffing would limit the ability to perform critical tasks effectively and safely, particularly during emergencies such as structure fires or rescues. He noted that the National Fire Protection Association (NFPA) standards recommend four-person engine companies, highlighting the challenges of operating with fewer personnel.

The Chief expressed concerns that reducing staffing levels could jeopardize existing auto aid agreements with neighboring jurisdictions, such as South Santa Clara County Fire. Reciprocity is a key factor in these agreements, and a reduction in staffing could lead to the loss of mutual support from other agencies. The Chief discussed the potential impact of major events, such as the Hollister biker rally and the 4th of July, on fire services. He explained that additional staffing and resources would be required during these events, which could further strain the already limited resources available to San Juan Bautista.

The Chief highlighted the increased response times and potential risks to public safety, property, and firefighter safety due to reduced staffing levels. He emphasized the importance of having adequate personnel to respond effectively to emergencies.

David Mirrione, the City Manager of Hollister, explained that the original terms of the fire service agreement were presented to San Juan Bautista in August 2024 but were contingent upon reaching an agreement with San Benito County. The Hollister City Council did not vote on the agreement until the county's terms were finalized. The ad hoc committee formed by the Hollister City Council provided direction for the amendment changes, which included reducing staffing levels at the San Juan Bautista fire station from three firefighters to two.

Hollister City Manager Mirrione clarified that the Hollister City Council reviewed the terms of the amendment during their meeting the previous night and approved them via consensus. He noted that the county's Board of Supervisors reviewed the terms during their meeting earlier in the day and voted to bring the agreement back for formal approval.

Hollister City Manager Mirrione stated that the staffing reduction was part of the direction provided by the ad hoc committee, which consisted of two Hollister City Councilmembers. The ad hoc committee negotiated with the county and provided recommendations to the Hollister City Council.

Hollister City Manager Mirrione clarified that while the current contract included a provision for negotiating a lease for the San Juan Bautista fire station, the Hollister City Council had previously failed to approve the lease agreement in a 2-3 vote. Despite this, Hollister continued to pay the lease for several years without a formal agreement. The new amendment removes the lease provision. He explained that the urgency in approving the amendment stemmed from the April 5th deadline for providing a 270-day termination notice under the current contract. If the

amendment is not approved, the current contract will automatically roll over for another year.

Councilmember Aranda expressed frustration over the lack of transparency and the short notice given about the reduction. He advocated for rejecting the amendment and insisted that San Juan Bautista should have direct representation—including the fire chief and a knowledgeable Councilmember—in future negotiations. Councilmember Aranda criticized the lack of collaboration between Hollister and the county, urging all parties to come together and work through the issues face-to-face.

Councilmember Freels stressed the operational inefficiencies and increased risks of transitioning to a two-person engine company, including the potential loss of auto-aid agreements. Councilmember Freels recommended tabling the vote and investigating whether the committee's actions were legally appropriate.

Councilmember Morris-Lopez felt the city was being used as leverage in broader negotiations between Hollister and the county, a recurring issue in past dealings. She stressed the need to maintain a three-firefighter staffing level. Councilmember Morris-Lopez supported rejecting the amendment and advocated for renewed talks involving all stakeholders, including the fire chief and city manager.

Mayor Pro Tem Sabathia questioned the accuracy of data used in negotiations, pointing out that calls from the San Juan Bautista station frequently serve county areas, which may skew financial assessments. He was shocked that the fire chief was excluded from the discussions and underscored the chief's value in shaping the contract. Sabathia proposed adding language to the contract to hold all parties accountable for the feasibility study process.

Mayor Jordan expressed disappointment over the lack of notice and the exclusion of San Juan Bautista from key negotiations. Mayor Jordan felt the city had acted in good faith but was blindsided by the proposed changes. warned of the dangers posed by reduced staffing, including slower response times and increased risks to firefighter safety. Mayor Jordan questioned the committee's authority and transparency, calling for future negotiations to include San Juan Bautista representatives, the fire chief, and city leadership.

The council was united in its frustration with the negotiation process—citing poor transparency, inadequate representation, and significant safety concerns tied to staffing reductions. The proposed amendment was unanimously rejected, with the council calling for inclusive, transparent, and collaborative future negotiations.

The following members of the public commented on the report:

Mia Casey criticized the negotiation process and was not in favor of the amended contract.

John Freeman suggested rejecting the contract.

Eddie Guaracha supported the delay of the contract and asked if the ad hoc committee was subject to the public records request.

Jim Leibold is not in favor of approval of the contract.

Substitute motion made by Mayor ProTem Sabathia to reject the proposed amendment to the fire services contract as it was written, and requested that the two members of San Juan Bautista's ad hoc committee for fire protection services be allowed to negotiate with the county and the city of Hollister representatives. Councilmember Morris-Lopez added that the City Manager should be included in the negotiations.

The substitute motion effectively rejected the proposed amendment and set clear conditions for future negotiations, ensuring transparency, expert input, and proper representation for San Juan Bautista.

SUBSTITUTE MOTION:

Upon motion by Maor Pro Tem Sabathia, second by Councilmember Freels, rejecting the Amended Contract, and requesting the two City of San Juan Bautista Ad Hoc members, the Fire Chief and San Juan Bautista City Manager participate in the negotiations with the City of Hollister and the County of San Benito representatives, was approved.

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

Mayor Jordan recess to a short break at 8:32 p.m., and reconvened the meeting at 8:41 p.m.

9. INFORMATIONAL ITEMS AND REPORTS

A. City Manager's Report

Interim City Manager Ashley Collick presented the report. Interim City Manager announced that there will be an in-service training scheduled for April 19, 2025, which include staff development initiatives and team meetings.

No public comments were received.

a. Fire Department Update –

The presentation was provided by Public Safety Coordinator Roy Morales as part of his report.

b. Sheriff Department Update –

The presentation was provided by Public Safety Coordinator Roy Morales as part of his report.

c. Public Safety Department Update –

Roy Morales, Public Safety Coordinator reported on the Sheriff's Office, Fire Department, and Code Enforcement Department activity for February 2025. The Request for Proposals (RFP) was approved by all bodies. Fourth of July, similar to last year, there are no special events that will require street closure. Process of hiring security. Has been in communication with Sgt. Penney. Has been working with the Enterprise Fleet Management. It is a vehicle replacement program. There will be a "pool" car for use when attending meetings and conferences.

No public comments were received.

d. Recreation Department Update

Item tabled to the next meeting.

B. Reports from City Council Representatives to Regional Organizations and Committees

Councilmembers Aranda, Freels, Morris-Lopez, and Mayor Jordan reported on the regional meetings they attended.

C. City Council Announcements

The City Council reported on upcoming events.

10. ADJOURNMENT

Motion to adjourn the meeting by Councilmember Freels, second by Councilmember Aranda. All in favor. Mayor Pro Tem Sabathia was absent.

There being no other business, Mayor Jordan adjourned the meeting at 9:44 p.m.

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: APRIL 15, 2025

DEPARTMENT: RECREATION DEPARTMENT

FROM: CAITLIN BRADY, RECREATION COORDINATOR

BY: CAITLIN BRADY, RECREATION COORDINATOR

TITLE: DISCUSSION ON THE FEASIBILITY OF A PILOT COMMUNITY FUND PROGRAM

RECOMMENDATION:

Staff recommends that the City Council discuss and explore the feasibility of establishing a Community Funding Program to support local organizations in carrying out community-focused projects and services.

EXECUTIVE SUMMARY:

The City of San Juan Bautista is exploring the development of a Community Fund Program that would provide small-scale financial support to local nonprofits and community organizations working to benefit San Juan Bautista residents. The goal of the program is to increase civic participation, enhance public spaces, and expand access to inclusive, community-driven activities and services.

BACKGROUND:

During the last budget cycle, the San Juan Bautista City Council approved funding for a community grant program intended to support projects that benefit local residents. At the time of approval, the program had not yet been fully developed. Since then, the Recreation Department has begun designing a structured approach to administering these funds. To better reflect the intended function and process of the program, staff recommends referring to it as the “Community Fund Program” rather than a grant program, aligning with terminology used by other municipalities offering similar initiatives.

Award Amounts:

Past approved funding requests to the City from local organizations have typically been small in scale. Based on these precedents, staff recommends capping individual awards between \$2,500 and \$5,000 for especially impactful projects if Council chooses. There is also the option to

implement microgrants of under \$1,000, which may allow the fund to support a greater number of smaller community initiatives.

Overall Fund Allocation:

Appropriate allocation of the total fund amount will need to be approved by the City Council. This decision should be based on current budget capacity, anticipated community need, and the overall benefit to San Juan Bautista. A pilot cycle can help inform future allocation decisions by providing data on demand, outcomes, and administrative capacity.

Program Structure and Process:

- Program launch and outreach (2 months)
- Community Fund application window (1 month)
- Application review (1-2 months)
- Award determination (At City Council meeting)
- Project implementation (by month 11)
- Reimbursement submission (by month 11)
- Disbursement of funds (by month 12)
- Final Reporting and program Evaluation (by month 12)

Review and Oversight:

City staff will initially review and score applications using a consistent rubric, with final funding decisions made by the City Council. Council may also choose to appoint a review committee for this purpose.

Program Management:

Administering the Community Fund Program will require staff capacity to handle outreach, application intake, communication with applicants, documentation review, payment processing, and reporting. In larger cities, this is often a dedicated staff position. While San Juan Bautista's program will be smaller in scale, it will still require careful coordination and oversight from designated staff.

DISCUSSION TOPIC FOR COUNCIL CONSIDERATION

- Should the City set a standard award cap (e.g. \$2,500 or \$5,000), and should microgrants be included?
- What total is appropriate to allocate to the Community Fund?
- Should the program be a one-time pilot, or is this a sustainable annual offering?
- Who will evaluate and score applications?
- What level of staff capacity is available to administer the program, and who should manage it?



COMMUNITY FUND

FY25-26



RECOMMEND

- EVALUATION OF THE PROGRAM FOR FY26-26

BACKGROUND

- FUNDING FOR FY24-25
- PROGRAM DEVELOPMENT
- COMMUNITY GROUPS, COMMUNITY PROJECTS
- COMMUNITY GRANT -> COMMUNITY FUND

CONSIDER

- AWARD AMOUNTS
- OVERALL ALLOCATION
- PROGRAM MANAGEMENT
- ONE-TIME, ANNUAL, UNFEASIBLE





CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: APRIL 15, 2025

DEPARTMENT: CITY MANAGER

FROM: ASHLEY COLLICK, INTERIM CITY MANAGER

TITLE: RECEIVE UPDATE ON FIRE PROTECTION SERVICES CONTRACT AND PROVIDE DIRECTIONS TO STAFF ON OPTIONS

RECOMMENDED MOTION:

The City Council to receive an update on the Fire Protection Services Contract and direct staff to explore and report back on options for future service delivery, including a cost analysis, service levels, and potential partnerships or changes to the current agreement.

RECOMMENDATION:

That the Council receive the staff report providing an update on the current Fire Protection Services Contract; and

That staff be directed to evaluate and report back on potential options for future fire protection service delivery, including but not limited to:

1. Renewal or renegotiation of the existing contract;
2. Transition to in-house service provision;
3. Collaboration with neighboring jurisdictions for shared services; and
4. Any other viable alternatives that balance service quality, operational efficiency, and cost-effectiveness.

BACKGROUND:

On October 15, 2024, the San Juan Bautista City Council approved a fire protection services contract amendment in response to the City of Hollister's 270-day termination notice. This notice was later rescinded on January 21, 2025, allowing continued negotiations.

The proposed Amendment No. 1 included an upfront payment of \$150,000, increased the FY 2024-25 budget to \$418,279, and introduced annual 11% increases through FY 2027-28, with a

shift to a fiscal year billing cycle. Staffing requirements included a minimum two-person engine response within San Juan Bautista.

On March 18, 2025, the San Juan Bautista City Council reviewed the proposed terms and voted to reject the amendment, requesting additional negotiations involving ad-hoc committee members and agency staff.

San Juan Bautista continues to explore long-term solutions, including the Fire District Feasibility Study and alternative revenue sources.

Since 2013, the City of Hollister has provided fire protection services under contract to both the County of San Benito and the City of San Juan Bautista. Following a series of renegotiations and the City of Hollister Council decision in mid-2024 to issue notices of termination (later rescinded), all three jurisdictions agreed to re-engage in contract negotiations.

MARCH 21, 2025 PROPOSED FIRE PROTECTION SERVICES CONTRACT AMENDMENT TERMS:

The Hollister City Council directed its Fire Negotiations Ad-Hoc Committee and staff to proceed with "Option E" — a revised contract framework proposing unified terms for both the County and San Juan Bautista.

Key elements include:

- Minimum 3-0 staffing at fire stations
- A combined compensation model for both agencies with cost-sharing to be determined
- Increased payments for FY 2025-26 and beyond (starting at \$6.52M, escalating 8% annually)
- A one-time payment of \$1.25M to offset FY 2024-25 negotiation-related costs due on May 9, 2025.
- Contract term ending June 30, 2028
- Amendments to facility lease terms, impact fee reimbursement, development review/inspection costs, and dispatch coordination through SCR911
- Inclusion of a 270-day mutual termination clause, acknowledging the interdependent nature of services between the County and San Juan Bautista

On April 9, 2025, San Benito County invited the City of San Juan Bautista, along with the City of Hollister's ad hoc committee and staff, to continue fire services negotiations. The City of Hollister agreed to have the Fire Chief attend the meeting to answer questions related to their

proposal but clarified that neither its ad hoc committee members nor staff were authorized to participate.

The meeting took place on April 11, 2025. Each jurisdiction is expected to report the outcome of the discussion at its next scheduled meeting.

CONSIDER FIRE PROTECTION SERVICES REQUEST FOR PROPOSALS

OPTION 1:

The City of San Juan Bautista issued a Request for Proposals (RFP) to secure long-term, comprehensive fire protection and emergency medical services.

As the City does not operate its own fire department, the RFP seeks qualified service providers to deliver fire suppression, EMS, fire prevention, public education, disaster preparedness, and equipment maintenance. Proposals must include a detailed service delivery plan, cost breakdown, transition strategy, references, and proof of insurance.

The selection will be based on qualifications, service approach, value, and past performance, with a final decision to be made by the City Council following proposal evaluations and possible interviews.

OPTION 2:

Proposal Concept: Regional Fire Protection Services for San Juan Bautista in Partnership with San Benito County

The City of San Juan Bautista seeks to establish a comprehensive, long-term fire protection services agreement through a collaborative model that may include a partnership with San Benito County. This proposal envisions a unified, regional approach to fire and emergency response that enhances service delivery, improves cost efficiency, and strengthens mutual aid across jurisdictions.

Under this model, the selected service provider—potentially in concert with San Benito County—would deliver full-service fire protection to San Juan Bautista, including fire suppression, emergency medical response (BLS/ALS), code enforcement, public education, disaster preparedness, and equipment/facility maintenance. The partnership would be designed to respect the unique needs of San Juan Bautista’s small, historic community while leveraging shared resources to improve regional resilience.

The proposed framework would include:

- Shared staffing and equipment resources to maximize coverage and reduce duplication.
- Joint training and dispatch protocols to ensure seamless coordination during incidents.

- Equitable cost-sharing mechanisms aligned with service levels and call volumes.
- Integrated planning and reporting to support transparency and accountability.

OPTION 3:

TBD

This collaborative approach builds on the current interdependence of fire services in the area and supports the long-term goal of sustainable, high-quality emergency response for all San Benito County communities.

FIRE DISTRICT FEASIBILITY STUDY

On March 27, 2025, the Fire Advisory Committee—made up of representatives from all three jurisdictions—met with Baker Tilly to review the planned scope of the fire services feasibility study. During the meeting, San Benito County requested that the matter be brought back to its Board for further discussion, citing concerns that negotiations had stalled and a reassessment of the process may be necessary.

This report is presented for the City Council to receive the update and provide direction on how to proceed with the revised proposal and ongoing negotiations.

ATTACHMENTS:

San Benito County and City of San Juan Bautista Fire Protection Services Contract Amendment Terms from the City of Hollister (March 21, 2025)



CITY OF HOLLISTER

375 FIFTH • HOLLISTER, CA 95023-3876

April 9, 2025

By U.S. Mail and Email

Henie Ring
Interim County Administrative Officer, County of San Benito
481 Fourth Street
Hollister, CA 95023

Ashley Collick
Interim City Manager, City of San Juan Bautista
311 2nd Street
San Juan Bautista, CA 95045

Re: San Benito County and City of San Juan Bautista Fire Protection Services Contract Amendment Terms

Dear Ms. Ring and Ms. Collick:

This letter confirms the unequivocal direction provided by the Hollister City Council on April 7, 2025, regarding terms for contract amendments for fire protection services dated January 1, 2019 (County of San Benito) and March 18, 2019 (City of San Juan Bautista).

The City Council approved the following terms:

- Fiscal compensation based on Fiscal Year
- Fiscal Year 2025-26 Compensation increase for both County of San Benito and City of San Juan Bautista:
 - \$3,900,000 increase for Fiscal Year 2025-26
 - Annual cost escalator: 8.0%
 - New combined compensation rate with cost share to be determined amongst the County of San Benito and the City of San Juan Bautista.
 - Fiscal Year 2025-26: \$6,520,945
 - Fiscal Year 2026-27: \$7,042,621
 - Fiscal Year 2027-28: \$7,606,031
- One-time payment within 30 days of the date of this letter: \$1,250,000 to assist in the offset of fire services costs during Fiscal Year 2024-25. This is due to the prolonged negotiation period.
- Term End Date
 - June 30, 2028

- Lease and Utilities at San Juan Bautista Fire Station #4
 - Section D-6 of Attachment D (“Specific Terms and Conditions”) of San Juan Bautista’s Agreement entitled “Facility Agreement” to be removed in its entirety and no longer be in effect.
- Impact Fees
 - Reimbursement for allowable expenses per both agencies impact fee study. Reimbursements allowable from the effective date of studies through the end of the term.
- Development Review and Inspection Fees
 - County and City of San Juan Bautista to reimburse City of Hollister quarterly for all fees collected by County of San Benito and City of San Juan Bautista for development review and inspections per City of Hollister current fee schedule at the time-of-service delivery.
- Santa Cruz Regional 911
 - County shall reimburse City of Hollister for SCR911 County ambulatory expenses charged to the City of Hollister since January 1, 2019, which were previously to have been reimbursed by County. Reimbursement to be made within ninety (90) days of receiving the final calculations from SCR-911.
 - Additionally, parties shall collaborate with the Santa Cruz County Regional 9-1-1 Dispatch Center to develop and implement protocols that effectively prioritize emergency service calls within San Benito County. These protocols shall aim to reduce unnecessary public service calls, false alarms, and long-distance resource dispatches. The parties acknowledge that service levels within the incorporated areas of Hollister and San Juan Bautista will exceed those provided to unincorporated areas of San Benito County. In non-exigent circumstances, as determined by established dispatch protocols, EMS ambulances may be dispatched without accompanying firefighting resources.
- Any additional cost recovery efforts implemented by the City of Hollister will not result in a reduction of compensation from the County of San Benito or the City of San Juan Bautista.
- Termination provision:
 - 270-day required cancellation notice was issued to the County of San Benito and the City of San Juan Bautista on March 25, 2025.
 - The intrinsically interdependent nature of fire services between San Juan Bautista and the County of San Benito creates a situation where neither entity can effectively maintain adequate service levels independently. This interdependence is evident in the shared personnel, equipment, training resources, dispatch systems, and mutual aid arrangements that have evolved to serve our communities efficiently. To protect both jurisdictions from severe operational disruptions, unsustainable cost increases, and potential public safety compromises that would result from unilateral withdrawal, the City's proposal must include robust mutual cancellation provisions whereby termination by one party (County of San Benito or San Juan Bautista) automatically triggers service cancellation for both entities. This approach recognizes the practical reality that our current service model’s financial viability and operational effectiveness depend on continued participation from both the City of San Juan Bautista and the County of San Benito, with neither entity possessing the independent capacity to maintain equivalent service levels without the other's involvement in the established collaborative framework.

As per the proposed terms approved by Council, the City of Hollister requests that the County of San Benito and the City of San Juan Bautista meet to determine how they intend to divide the one-time payment of \$1,250,000 due on May 9, 2025 and divide the \$3,900,000 for FY 2025-2026. Upon receipt of the proposed share of the \$1,250,000, the City of Hollister will issue invoices totaling \$1,250,000. Failure to pay the \$1,250,000 by close of business on May 9, 2025 will immediately end negotiations. However, the City of Hollister will continue to provide fire service through December 20, 2025, per the terms of the contract and the City's 270-day termination notice.

As per Hollister City Council direction, the contract amendments must be executed within 90 days of this correspondence; namely, by close of business on July 8, 2025. As has been communicated since negotiations began, the City Council will hear the amendments at a city council meeting once the County of San Benito and the City of San Juan Bautista have approved the amendments. If the contract amendments are not executed by July 8, 2025, as noted above, the City of Hollister will continue to provide service through December 20, 2025, per the terms of the contract and the City's 270-day termination notice.

The City of Hollister appreciates your continued partnership.

Please feel free to reach out to me if you have any questions.

Sincerely,



David Mirrione, City Manager

cc: Mary Lerner, City Attorney



City of San Juan Bautista

City Manager | 311 Second Street | P.O. Box 1420, San Juan Bautista, CA 95045

Phone: (831) 623-4661 ext. 14 | Fax: (831) 623-4093 | www.san-juan-bautista.ca.us

CITY MANAGER REPORT

TO: SAN JUAN BAUTISTA CITY COUNCIL
FROM: ASHLEY COLLUCK, INTERIM CITY MANAGER
DATE: APRIL 15, 2025
SUBJECT: CITY MANAGER REPORT (APRIL 2025)

Introduction

Since assuming the role of Interim City Manager on January 6, 2025, I have been focused on strengthening internal operations, improving community engagement, and addressing key infrastructure and policy matters. This report provides an update on efforts through mid-April 2025, highlighting significant actions taken, ongoing projects, and upcoming initiatives.

Key Interim City Manager Activities to Date

Community Engagement & Public Meetings

- Continued to meet one-on-one with various community members to address internal operational concerns. Staff attended multiple community meetings to update groups on city processes and strengthen engagement, including:
 - Historical Society of San Juan Bautista
- Attended **HRB/Planning Commission** meeting.
- Attended the **Fire Advisory Committee** meeting.
- Met with **San Benito County staff** regarding the **Sphere of Influence MOU**.
- Attended an **UGB/SOI Committee meeting** (canceled due to lack of quorum).
- Followed up with Aromas-San Juan School District on the San Juan School construction project.
- Attended the San Juan Bautista Historical Society's monthly meeting.
- Met with Supervisor Kollin Kosmicki—a very productive and informative conversation with plans for continued communication.
- Met with Fred Avila (phone and in-person) regarding the gas station project on the Alameda.
- Attended the Intergovernmental Meeting hosted here in San Juan Bautista.
- Attended City of Hollister's Council meeting virtually.

- Attended San Benito County Board of Supervisor's Meetings both in person and virtually.

Fiscal Year 25/26 Budget Preparation

- Initiated discussions with staff on the development of the FY25/26 budget process. Work is underway to establish timelines and set clear expectations for staff participation throughout the process. Our goal is to present an initial draft to the Council and community by May 2025, with several special meetings planned to focus exclusively on budget discussions

Leadership and Staff Development

- Conducted final interviews for the Maintenance Worker position.
- Continued planning for the April 19, 2025 staff in-service, aimed at team-building and city needs assessment.
- Met with 4Leaf to review complex planning projects and staffing needs.

Legislative & Advocacy Efforts

- Continued Engagement with our state and federal stakeholders to advocate for key city priorities:
 - Water and Wastewater compliance project.
 - Funding opportunities for drinking water pipeline development, potential A Drop program funding opportunities, and potential fire hydrant upgrades.
 - Submitted Earmark requests with U.S Senators Adam Shiff, and Alex Padilla
 - Earmark requests for Rep. Lofgren will be submitted with their application period begins.

Infrastructure & Development Initiatives

- Posted the RFP for the design of the drinking water pipeline on the City's website.
- Continued discussions with San Benito Water Management District.
- Continued conferring with staff on the Salt Management Report, gathering supporting documentation and conducting research.
- Held internal staff discussions on the water transmission and Microvi projects.
- Attended the Water Study Session with the City Council.
- Continued discussions with the San Benito County Water District.
- Met with the Regional Water Quality Control Board regarding status of our compliance projects.

Grant Consultants

- Met with Adams Ashley Consulting to discuss a proposal focused on pursuing CDBG funds and conducting a Citywide Income Survey to help San Juan Bautista become more competitive.
 - Met with MNS regarding a proposal for grant writing services.
-

Interim City Manager To-Do List: Near-Term Priorities

1. **Regulatory Compliance**
 - Continue negotiations with regulators for reasonable chloride limits in wastewater agreements.
 2. **Economic Development**
 - Explore revitalization efforts for 3rd Street businesses and assess the potential for new Main Street program funding.
 - Initiate conversations with key industrial wastewater users (e.g., Taylor Farms) to address compliance costs and commitments. Hire a consultant to work on agreements to be put in place before June 2025.
 3. **Public Safety**
 - Support fire district feasibility studies.
 - Fire services town hall and continue discussions regarding the fire services contract.
 - Reestablish the Public Safety Subcommittee to address fire and animal control agreements.
 4. **Community Development and Historic Preservation**
 - Review Infill Development Plan
 - Advance efforts on the Urban Growth Boundary adjustments and LAFCO application.
 5. **Administrative and Organizational Development**
 - Oversee the overhaul of employee policies in collaboration with RGS and City Clerk.
 - Begin exploring options to enhance staff benefits and retirement contributions to improve retention.
-

Conclusion

Between March 19 and April 15, 2025, we advanced several high-priority initiatives across water, wastewater, planning, grant development, and intergovernmental relations.

Staff continues to prepare for the upcoming in-service, finalize project planning efforts, and improve operational effectiveness through strategic engagement. I look forward to continued collaboration with the City Council and the community.

**City Manager
Report**

Ashley Collick, Interim City Manager
April 18, 2025



SAN JUAN BAUTISTA
The City of History

Community Engagement & Public Meetings



Attended various board & council meetings



Addressed 3rd Street business concerns



Planning Commission & Historic Resources Board sessions

Fiscal Year 25/26 Budget Preparation



Leadership & Staff Development



INTERVIEWS FOR
MAINTENANCE WORKER
I/II



PLANNING: 4LEAF
PRIORITY SETTING



STAFF LEADERSHIP
MEETING
APRIL 16, 2025



STAFF RETREAT
APRIL 19, 2025



Legislative & Advocacy Efforts

- Continued Engagement with our state and federal stakeholders to advocate for key city priorities:
 - Water and Wastewater compliance project.
 - Funding opportunities for drinking water pipeline development, potential ADrop program funding opportunities, and potential fire hydrant upgrades.
 - Submitted Earmark requests with U.S Senators Adam Shiff, and Alex Padilla
 - Earmark requests for Rep. Lofgren will be submitted with their application period begins

Infrastructure & Development Initiatives

-  Met with the Regional Water Quality Control Board regarding status of our compliance projects.
-  Water treatment agreement & ADrop discussions
-  Water Study Session on March 25, 2025
-  Posted the Water Transmission Pipeline Design RFP on the City's website
-  Salt Management Report (Draft) continued conferring with staff, gathering supporting documentation and conducting research.
-  Water Quality Meetings
-  Sphere of influence MOU with San Benito County

Grant Consultants

Meeting with grant consultants who may be able to assist with finding funding opportunities for the drinking water pipeline project and other project needs.



- Adams Ashley Consulting
 - CDBG funds
 - Citywide Income Survey
- MNS Grant Writing

Conclusion



NEXT STEPS:



IMPROVE
OPERATIONAL
EFFECTIVENESS



FINALIZE THE SALT
MANAGEMENT
REPORT



STAFF RETREAT
(IN SERVICE)



City of San Juan Bautista
March 2025 Monthly Public Safety Report

Roy Morales- Public Safety Coordinator

Report Created by Public Safety Coordinator Roy Morales
4/01/2025

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Projects

- **Fire** District RFP-
 - 3/27-Fire Advisory Committee placed RFP on hold
- Arts & Crafts Festival
 - 3/29-3/30
- Enterprise Fleet Management contract

Report Created by Public Safety Coordinator Roy Morales
04/01/2025

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Law & Fire monthly summary



SHERIFF'S OFFICE

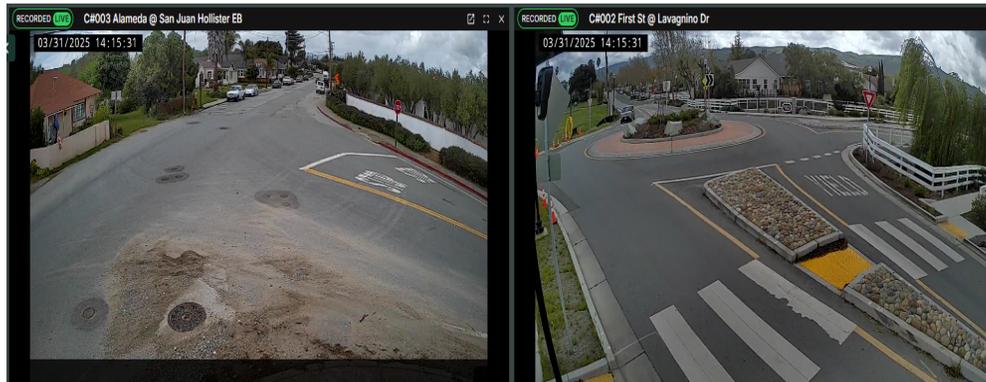
- 2- DUI arrests
- 1- Disturbance between local adult residents during a peaceful march (no crime /report taken)
- 1- Stolen vehicle 400 block of 5th St. recovered in Salinas
- Increase of non-authorized off-road vehicles (side by side / scooters)—enforcement planned
- 11- Traffic citations

FIRE

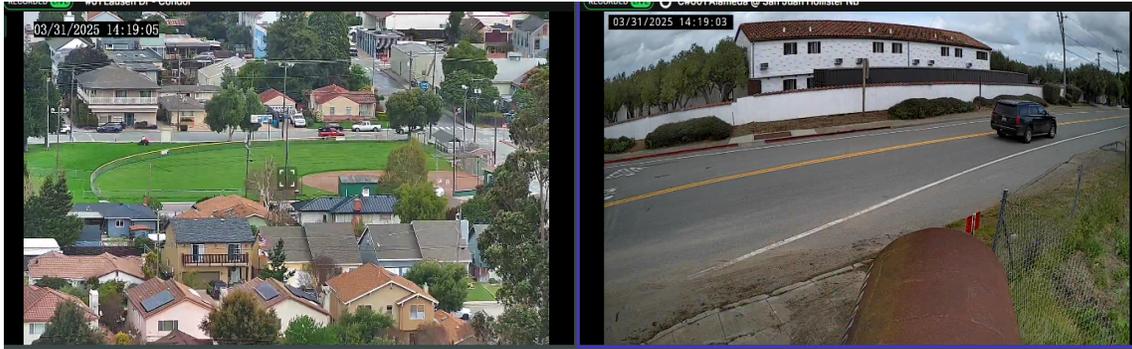
- 1- Fires (in the county)
- 12- Medical calls
- 5- Vehicle accidents (1 within city limits-156 @ Alameda)
- 3- Inspections
 - Residential Solar
 - Special Event- Arts & Craft Fair
 - Weed abatement

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Flock views

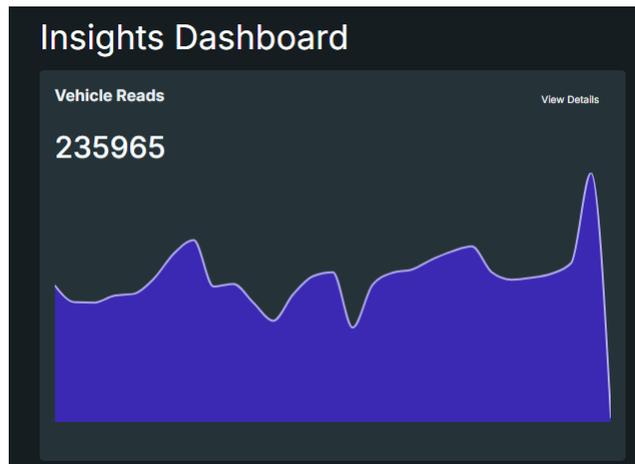


Report Created by Public Safety Coordinator Roy Morales
04/01/2024



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04/01/2024

Number of vehicles captured on our system



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04/01/2024

Code Enforcement Update

- 25 new code enforcement cases: building without permits, parking and zoning violations.
- 3 stop orders for unpermitted work
- 14 parking citations; from vehicles for sale to parking in unrestricted areas during festival
- Coordinating with San Benito Health Foundation staff regarding maintenance issues on their property
- 14 parking citations

Quarterly Report

Recreation

Winter 2024



Quarterly Report

Updates and Insights

- At the end of the Recreation season.
- Recap the past season.
- Preview the upcoming season.
- Other insights

EDCAC Focus Groups

Key Findings

- Enhance **social connection**, wellness, and learning.
- Demand for **youth** and teen activities, adult wellness, and **senior** engagement.

Challenges

- Limited space, transportation, and options
- Insufficient funding and reliance on volunteers, which can be hard to sustain
- Need for collaboration between city, schools, and community groups

Solutions

- Seek grants, sponsorships, and collaboration
- No-cost activities
- Establish Parks and Recreation Commission or Department

Next Steps

- Secure funding through partnerships, fundraisers, and grants
- Develop programming in collaboration with the schools
- Collaborate develop systems that support registration, accounting, policies, and procedures.

Initial asks

Priorities set by the City

Dept. was tasked with developing youth and senior programming as well as bringing new community members into the fold.

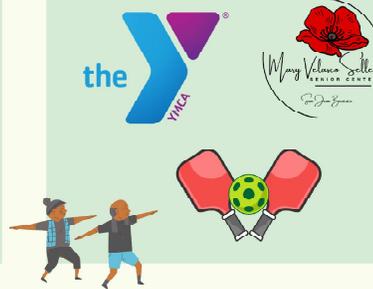


Progress

Youth



Seniors



Community



... and more!

EDCAC Focus Groups

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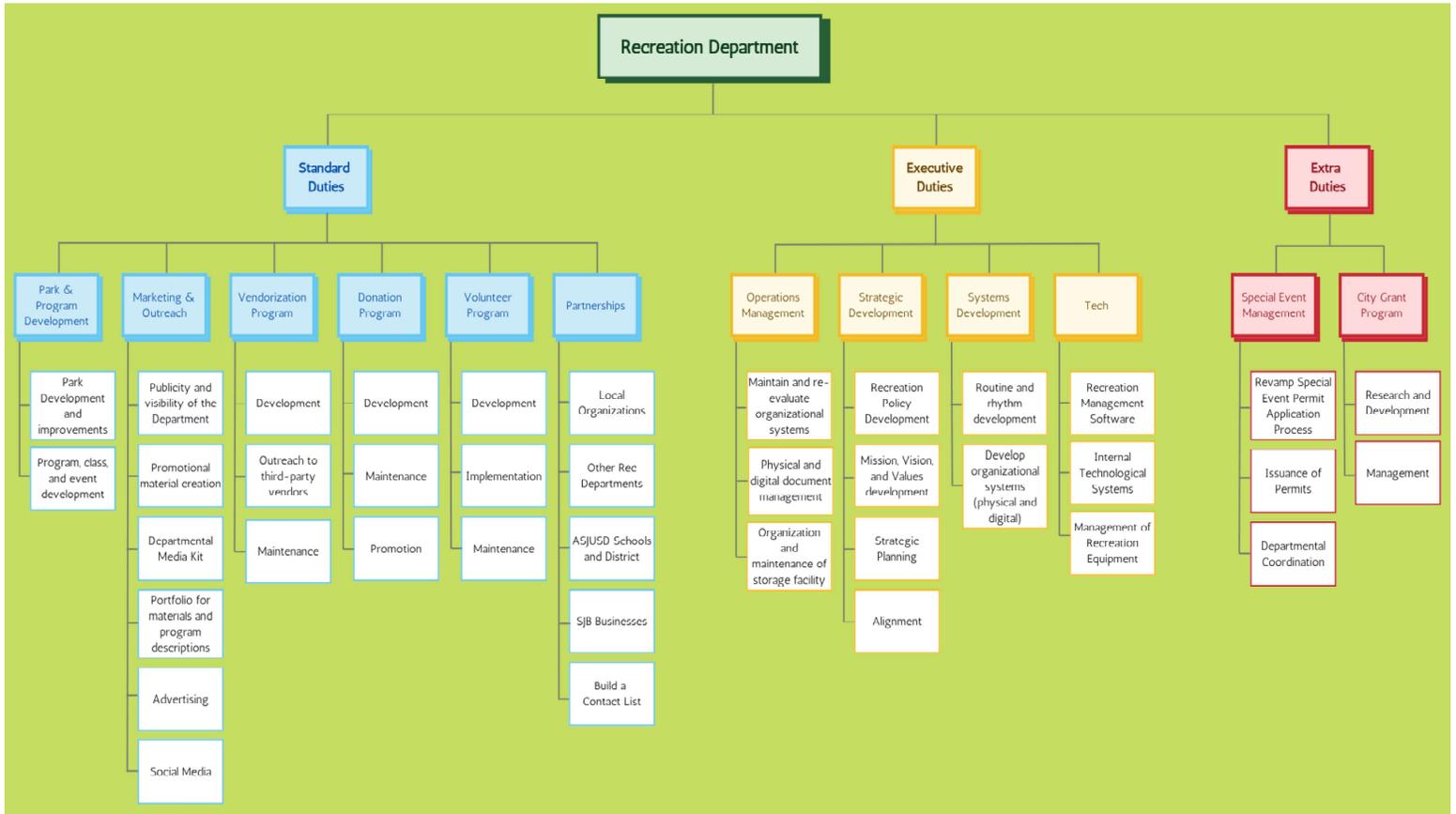
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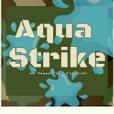
Next Steps

- Secure funding through partnerships, fundraisers, and grants
- Develop programming in collaboration with the schools
- Develop systems that support registration, accounting, policies, and procedures.



2024-2025

Program, class, and event development

<p><i>Feb</i></p>  	<p><i>Mar</i></p>  	<p><i>Apr</i></p>  	<p><i>May</i></p>  
<p><i>Jun</i></p>  	<p><i>Jul</i></p>  	<p><i>Aug</i></p>   	<p><i>Sept</i></p>  
<p><i>Oct</i></p>   	<p><i>Nov</i></p>  	<p><i>Dec</i></p>  	<p><i>Jan</i></p>   

Building Tradition

A focused approach to programming

Program, class, and event development



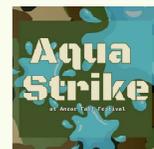
- Already an established tradition in SJB
- Important to allocate time and resources to maintaining this beloved program



- The two programs most asked about.
- Movie nights lean into that small town community.
- Singles events are rare and, clearly, desired.



- With 80+ attendees, this was one of the top two most successful events
- Leaned into our small town feel



- Anzar Fall Festival is a great way to maintain partnership with the schools, stay on the forefront of the minds of families, AND serve our community!

New Additions

Program, class,
and event
development

(still in development)



- Grades 3-5 and 5-8
- 10 weeks of practice and finish with a 5k in Monterey



Pick up Sports



- Very clear interest
- Working with interested groups to gather players
- Working out logistics



- Once a month leading up to Play Music on the Porch Day
- Success already!

Outreach to
third-party
vendors

Looking for new
partnerships to enhance
the offerings in the City.

Winter 2024

Program, class,
and event
development

Recreation
Policy
Development

Develop
organizational
systems
(physical and
digital)

Strategic
Planning

Recreation
Management
Software

Mission, Vision,
and Values
development

Special Event
Management

City Grant
Program

ASJUSD Schools
and District





Winter 2024

Program, class,
and event
development

Completed Programs



Wintertime Flick-tacular December 19th

- Partnership with Joey's Toy Drive.
- Participants: 7
- Toys collected: 0



Joey's Toy Drive would like to work with San Juan Bautista to develop a program for our kids in need.



Anzar College & Career Fair January 16

- Engaged: 65
- Got the word out about volunteering for the City



Community Cleanup December 7

- Partnership with IWM
- Participants: 2
- Pounds collected: 10



Community Cleanup February 22

- Partnership with IWM
- Participants: 5
- Pounds collected: 50

Spring 2025

Program, class,
and event
development

Recreation
Policy
Development

ASJUSD Schools
and District

Outreach to
third-party
vendors

Recreation
Management
Software





Spring 2025

Program, class,
and event
development

Upcoming Programs

City of San Jose
Business & Economic Development

Porch Sounds



at the Windmill Market Complex

Countdown to Play Music on the Porch Day

March	29
April	26
May	31
June	28
July	26

Play Music on the Porch Day

SIGN UP TODAY!



gojrgiants.org



Junior Giants In-Person Registration Event

Where: **COMMUNITY HALL**
10 San Jose St.

When: **MAY 1**
3-6 pm

If you can, bring a device with you to access your online registration.



COMMUNITY CLEANUP

We'll provide gloves, trash grabbers, bags, and vests—just bring your enthusiasm and a reusable water bottle!

QUARTERLY CLEANUPS
FEB 22 SEPT 27
MAY 17 DEC 15

MEET IN
LUCK PARK
9AM-12PM