City of San Juan Bautista

The "City of History"

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AGENDA

CITY COUNCIL REGULAR MEETING

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

OCTOBER 20, 2015

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

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

1. **Call to Order** **6:00 PM**
   Pledge of Allegiance
   Roll Call

2. **Public Comment on Items Not on the Agenda**
   The public may address the City Council on items not on the agenda during the "Public Comment" portion of the meeting. Persons wishing to address the City Council will be limited to three (3) minutes. Because the item is not on the agenda, the City Council can take no action on the matter in this meeting. The City Council will hear all public comments and then, if they so desire, they will make comments, ask for clarifications from staff, or request the item be placed on a future agenda for further discussion and/or action.

3. **Consent Items**
   All matters listed under the Consent Agenda may be enacted by one motion authorizing actions indicated for those items so designated. There will be no separate discussion of these items unless requested by a member of the City Council, a staff member, or a citizen.
   - **A. Approve Affidavit of Posting Agenda**
   - **B. Approve Resolution 2015-XX Authorizing Street Closure for Halloween Party**
   - **C. Approve Minutes for August 18, 2015 Meeting**
   - **D. Approve Minutes for September 15, 2015 Meeting**
   - **E. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title**

4. **Presentations, Informational Items and Reports**
   - **A. Proclamations:**
     - **i. Honoring El Teatro**
     - **ii. Honoring Binational Health Month**
     - **iii. Honoring National Philanthropy Day**
   - **B. Monthly Financial Statements and Treasurer's Report**
   - **C. Sheriff's Report: Monthly Activity**
   - **D. Fire Chief's Report**
   - **E. Library Report**
   - **F. Administrative Report**
   - **G. Public Meetings and City Council Committee Reports**

5. Public Hearings

   A. Consider Adopting an Ordinance Amending Chapter 10-2 of the SJBMC to Add Section 10-02-65, Plan Line Maps

6. Action Items

   A. Approve Resolution Approving the Form of Official Statement Relating to the Issuance and Sale of Series 2015 Enterprise Revenue Refunding Bonds, and Establishing Certain Related Policies and Procedures, and Approving Certain Other Matters and Official Actions Related Thereto**

      **Note: SJB Public Financing Authority Meeting will run concurrent with this item.

   B. Approve Resolution 2015-XX Accepting the Recology Report for the Annual Rate Adjustment Notification – Sara Fontanos, San Benito County Management Analyst
   C. Consider an Ordinance Expediting the Permit Process for Small Residential Rooftop Solar Systems
   D. Consider an Ordinance That Would Amend the Municipal Code Dealing with Regulating Massage Establishments
   E. Authorize a Sanitary Sewer Connection Agreement for Sewer Service to 1020 Mission Vineyard Road (APN 002-550-006), Applicant: George Dias
   F. Consider Proposed Fire Contract with City of Hollister
   G. Authorize City Manager to Enter Into Negotiation for Acquisition of Well Site No. 4
   H. Consider Changes to the Community Hall Rental Regulations Regarding Security and Cancellation Fee
   I. Consider Request for Letter of Support for an Application to the Dept. of Transportation Sustainable Transportation Planning Grant to Prepare a Hwy 156 Intermodal Enhancement Study – COG Director Mary Gilbert
   J. Consider Proposal to Participate in MOU for 2015 AMBAG Regional Orthoimagery Project

7. Discussion Items

   A. Water and Sewer Payment Plan for Limited Income Individuals
   B. Request to Re-Consider Medical Marijuana Dispensary Ordinance – Sharon Bush

8. Comments

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

9. Adjournment

AFFIDAVIT OF POSTING

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 14th DAY OF OCTOBER 2015, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

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

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA, ON THE 14th DAY OF OCTOBER 2015.

Trish Paetz

TRISH PAETZ, DEPUTY CITY CLERK

Special Event/Activities – Permit Application

Dear Event Organizer:

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

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

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

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

SECTION 1: CONTACT INFORMATION

Event Title: Children's Halloween Party Today's Date: 10/5/15

Applicant: Sandra Arretche

Organization: San Juan Bautista Commitee

Phone 831-245-9129 E-Mail: crisadecolor@gmail.com

Mailing Address: P.O. Box 745 S.J.B 95045

Fax:

Event Setup Date: 10/31/15 Time: 8:00 Event Ends Date: 10/31/15 Time: 7:30

Event Starts Date: 10/31/15 Time: 5:30 Dismantle Date: 10/31/15 Time: 7:30

ANTICIPATED ATTENDANCE: Total or the event: 200 Total per Day:

LOCATION OF EVENT (please be specific):

Community Center of San Juan Bautista. We would like San Jose street Closed From 2nd Stree to 1st Street.

[1] Requires proof of charitable non-profit status.
[2] All street closures and blockades require review and approval of the City Council.
[3] Additional fees for use of public facilities may apply.

INSURANCE

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

CITY FACILITIES

Do you plan to hold your event at a City building? ☒ Yes ☐ No

If yes, which facility? Community Center

Have you reserved the facility yet? ☒ Yes ☐ No

Will this event require any City streets to be closed? (Public Works charges will apply) ☒ Yes ☐ No

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

Does this event involve a parade? ☐ Yes ☒ No

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

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

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

Do you plan to hold your event on private property? ☐ Yes ☒ No

If yes, describe the location:

VENDORS

Will this event have vendors selling items or promoting their causes/services/products? ☐ Yes ☒ No

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

Will this event feature any hands-on attractions such as climbing walls, bounce-houses, or petting zoos? ☐ Yes ☒ No

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

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

Does your event include food concessions and/or preparation areas? ☐ Yes ☒ No

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

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

Does your event involve the use of alcoholic beverages? ☐ Yes ☒ No

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

Do you plan to provide portable rest room facilities at your event? ☐ Yes ☒ No
Please provide a copy of your San Benito County Environmental Health Permit. **Please note** that if you state "no", City staff will inquire as to what plans you have made to accommodate the public including written permission from the State if applicable.

LIGHTING AND SOUND

Will you be using any amplified sound (i.e. public address system)? ☐ Yes ☑ No

Will this event use any lighting? ☑ Yes ☐ No

Will you be using any type of generator? ☐ Yes ☑ No

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

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

Solid Waste Diversion Plan:

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

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

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

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

Volunteer cleanup crew to provide Re-cology issued recycle bins and garbage cans for trash disposal & recycle. We will have a clean up crew

2. Please provide a description of your event, including activities, timeline, sequence of events, road closures, etc. Please note: road closures require Public Works time and the event will be billed for the actual time used. We will be holdin
(If additional space is required, please attach it to this application) the party inside and also use the street for eating food and sitting area Their will be games and costome contest. Free to the communitie families

3. Please describe your security plan, including crowd control.
We will have volunteers and parents present

4. In order to comply with the American Disabilities Act, describe how your event will be accessible to people with disabilities.
We will have restrooms and wheelchair accessiable ramps.

5. Please describe your emergency medical plan, including your communications procedures.
We will have cell phones and asking the Fire Department to be there also.

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

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

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

RESOLUTION NO. 2015-XX

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

BE IT RESOLVED that the San Juan Committee is authorized to close San Jose Street between First and Second Streets in San Juan Bautista on Saturday, October 31, 2015 from 5:30 p.m. until 7:30 p.m. for a Halloween Block Party.

PASSED AND ADOPTED this 20th day of October 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert Lund, Mayor

ATTEST:

_____
Connie Schobert, City Clerk

CITY OF SAN JUAN BAUTISTA
CITY COUNCIL REGULAR MEETING
AUGUST 18, 2015
DRAFT MINUTES

1. CALL TO ORDER – Mayor Lund called the meeting to order at 6:00 p.m.

A. PLEDGE OF ALLEGIANCE – Council Member Boch led the pledge of allegiance.

B. ROLL CALL **Present:** Mayor Lund, Vice Mayor Edge, Council Members Boch, West and Martorana

Staff Present: City Manager Grimsley, Deputy City Clerk Paetz, City Attorney Mall

Staff Absent: City Clerk Schobert

2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
There was no public comment.

3. CONSENT ITEMS
A. Approve Affidavit of Posting Agenda
B. Approve Affidavits of Posting Public Hearing Notices
C. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title
D. Approve Minutes for the July 21, 2015 Regular Meeting
E. Approve Resolution 2015-XX Authorizing Street Closures

A motion was made by Council Member Boch and seconded by Vice Mayor Edge to approve all items on the consent agenda. The motion passed unanimously, 5-0.

4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS
A. Monthly Financial Statements and Treasurer's Report
City Treasurer Geiger was absent. City Manager Grimsley responded to questions about items on the warrant list. No public comments were received.

B. Sheriff's Report: Monthly Activity
No one from the Sheriff's Department was present, and a written report was not available. No public comments were received.

C. Fire Chief's Report
No one from the Sheriff's Department was present, and a written report was not available. No public comments were received.

D. Library Report
Council received a report in their packet. No public comments were received.

E. Administrative Report – City Manager Grimsley
Council members received the City Manager's report in their packet. A question and answer period followed. No public comments were received.

F. Public Meetings and City Council Committee Reports
Council Member Boch reported COG was successful in getting a timer for the crosswalk for crossing the highway on The Alameda, and a sign stating the height of the Washington Street overpass. Mayor Lund reported from the Fire Protection meeting they would recruit for more volunteers. Neighborhood Watch Chairman Eric Gredassoff reported there has been a number of auto burglaries and reminded people to lock their cars. No public comments were received.

5. PUBLIC HEARING ITEMS
A. Consider an Ordinance Increasing the Rates for Water and Sewer Services
City Manager Grimsley introduced Matt Griffin of Bartle Wells and Associates who explained the San Juan Capistrano decision eliminating the tier structure for charging for water service, and the 218 process. Mayor Lund opened the public hearing. Jolene Cosio (SJB Resident) spoke in support of increasing the base rate, but stated subsequent increases are too expensive for persons on fixed income, and asked that more attention be given to collecting bad debt. John Freeman (SJB Resident) spoke against deviating from the tiered rate structure. Mayor Lund closed the public hearing. A question and answer period followed where each council member stated their support for the rate increase. City Manager Grimsley reported the delinquency rate for payers of water and sewer service in the City is 12% and the default rate is 4%.

A motion was made by Council Member West and seconded by Vice Mayor Edge to introduce an ordinance amending Sections 3-5-150 and 3-5-155 of the Municipal Code, modifying sewer and water rates. The motion passed unanimously, 5-0.

B. Consider an Ordinance Amending Section 11-03-010 of the Municipal Code, Development Standards Established and Chapter 11-04, Article 1, Additional Development Standards Section 11-04-010, Residential Districts, Subsection (A), Single Family Residential Lots
City Manager Grimsley presented a report and stated these changes to the municipal code are recommended by the Planning Commission. A question and answer period followed. Mayor Lund opened the public hearing. No comments were received. Mayor Lund closed the public hearing.

A motion was made by Council Member Martorana and seconded by Council Member West to introduce an ordinance amending Section 11-03-010, Development Standards and Section 11-04-010, Residential Districts of the Municipal Code. The motion passed unanimously, 5-0.

6. ACTION ITEMS

A. Authorize City to Receive Bids for Three-Quarter Ton Public Works Pickup

City Manager Grimsley presented a report stating the public works supervisor's 2002 GMC three quarter ton pickup has developed recurring mechanical problems and is becoming unreliable. A question and answer period followed. Council Member West suggested getting diesel pickup. During public comment, John Freeman (SJB Resident) supported the purchase of a diesel pickup. It was the consensus of the Council to direct staff to solicit bids.

B. Authorize a Sanitary Sewer Connection Agreement for Sewer Service to 1020 Mission Vineyard Road (APN 002-550-006), Applicant: George Dias

City Manager Grimsley presented a sanitary sewer connection agreement for 1020 Mission Vineyard Road for George Dias. Mr. Dias was not present. Whereupon, Mayor Lund stated he is a tenant of George Dias, handed the gavel to Vice Mayor Edge, and left the council chambers. During public comment Bob Cosio (SJB Resident) spoke against the deal presented by staff. Jolene Cosio (SJB Resident) spoke in favor of charging Mr. Dias for eleven discharge users. A question and answer period followed. It was the consensus of the Council Members that Mr. Dias should be charged for each connection at current City rates. Council Member Boch added that whatever the City is being invoiced for electricity to the lift station needs to be recovered from Mr. Dias. Consensus of the Council was to direct staff to renegotiate with the applicant. It was added that, while the City is in the negotiating process, Mr. Dias should pay his monthly sewer bill.

Whereupon, Mayor Lund returned to the dais.

C. Authorize Water Service Connection and Irrevocable Offer to Annexation Agreement (APN 012-160-010) Applicant is Cheryll Vosburgh

City Manager Grimsley presented a report. Cheryll Vosburgh was present and explained she intends to construct a single family dwelling on the 7.75 acre parcel situated at 100 Salinas Road. During public comment John Freeman (SJB Resident) suggested the conditions of approval require that all lines be installed at one time so that digging occurs only once. Jolene Cosio (SJB Resident) commended City Manager Grimsley for making a working agreement early in the annexation process.

A motion was made by Council Member Boch and seconded by Vice Mayor Edge to approve Resolution 2015-XX accepting the petition for outside water service and an irrevocable offer for annexation of a parcel situated at 100 Salinas Road (APN 012-160-010), subject to LAFCo approval. The motion passed unanimously, 5-0.

D. Consider Change to the Strategic Planning Committee Membership

This item was continue to the next meeting when City Clerk Schobert could be present.

E. Authorize City to Receive Engineering Proposals for Site Grading Work at Pellet Plant/Well No. 3 Site

City Manager Grimlsey presented a report requesting authorization to receive engineering proposals for site grading and re-compaction of the building pad which will receive the pellet plant foundation. Cost for the project was authorized in the 2015-2016 fiscal year budget, and proceeding with this project will satisfy compliance with the State Water Board.

A motion was made by Council Member Martorana and seconded by Vice Mayor Edge to authorize the city manager to receive engineering proposals for site grading and re-compaction of the building pad for the pellet plant at Well Site No. 3. The motion passed unanimously, 5-0.

F. Consider Reimbursement Agreement for Dadwal Property (Fueling Station, 404-408 The Alameda)

City Manager Grimsley presented a reimbursement agreement between SJB Development, Inc. (Harvey Dadwal) and the City for construction of a right turn lane on The Alameda, estimated to cost approximately $240,000. Whereupon, City Attorney Mall offered changes to the contract. No public comment was provided. Harvey Dadwal was present and asked that the term of the contract be for 15 (fifteen) years.

A motion was made by Council Member West and seconded by Vice Mayor Edge to accept the reimbursement agreement between SJB Development, Inc. and the City for a right turn lane on The Alameda, with modifications made to the agreement. The motion passed unanimously, 5-0.

G. Request by the Strategic Planning Committee to Open Recruitment to Fill Vacancies on the Youth Commission

Strategic Planning Committee Chairman John Freeman requested the City Council open a six week recruitment period for the five remaining open seats on the eleven member San Juan Bautista Youth Commission and direct the Strategic Planning Committee to interview applicants and make recommendations for appointment. No public comment was received.

A motion was made by Council Member Martorana and seconded by Vice Mayor Edge to open recruitment to fill vacancies on the Youth Commission. The motion passed unanimously, 5-0.

7. DISCUSSION ITEMS

A. Action Plan and Schedule for Compliance Order 02-05-R14-001

City Manager Grimsley presented the action plan and schedule for providing a reliable source of potable water to the City's customers that was submitted to the California Water Resources Board. The action plan gives the City adequate time to construct new wells and meet the compliance order. A question and answer period followed. No public comment was received.

B. Monterey Bay Community Choice Aggregation Update
City Manager Grimsley provided an update. A question and answer period followed. No public comment was received.

C. Consider Selection of City Volunteer to Recognize on Philanthropy Day (November 12, 2015)
Council Member Martorana suggested honoring Sonora Vasquez. During public comment Richard Ponce (SJB Resident) suggested honoring Teresa Lavagnino for work done on the tennis courts and soccer field at San Juan School, and Wanda Guibert (SJB Resident) suggested in an email honoring Anne Cataneo, editor of the Mission Village Voice. No action was taken. This item was continued to next month.

D. Proposal to Participate in MOU for AMBAG's 2015 Regional Orthophotography Project
Staff presented a memorandum of understanding between AMBAG and the City for orthoimagery for use in the City's operations. Council Member Martorana explains the benefits of orthoimagery over GIS, particularly for the Planning Department. As the costs to the City to receive the service were absent from the MOU, this item was continued to next month.

8. COMMENTS
A. City Council
Council Member West encouraged the City have a decibel noise ordinance.

B. City Manager
No comments were received.

C. City Attorney
No comments were received.

9. ADJOURNMENT
The meeting adjourned at 8:40 p.m.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL REGULAR MEETING

SEPTEMBER 15, 2015

DRAFT MINUTES

1. CALL TO ORDER – Mayor Lund called the meeting to order at 6:00 p.m.

A. PLEDGE OF ALLEGIANCE – Council Member Boch led the pledge of allegiance.

B. ROLL CALL **Present:** Mayor Lund, Vice Mayor Edge, Council Members Boch, West and Martorana

Staff Present: City Clerk Schobert, Deputy City Clerk Paetz, City Attorney Mall

Staff Absent: City Manager Grimsley

2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
There was no public comment.

3. CONSENT ITEMS
A. Approve Affidavit of Posting Agenda
B. Approve Affidavits of Posting Public Hearing Notices
C. Approve Resolution 2015-XX Authorizing Street Closures
D. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title

A motion was made by Vice Mayor Edge and seconded by Council Member Boch to approve all items on the consent agenda. The motion passed unanimously, 5-0.

4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS
A. Proclamation Honoring Al Casteneda
Council Member Boch read a proclamation honoring Al Casteñada and naming September, "Alfonso J. Catañeda Month" in the City of San Juan Bautista. Mr. Castaneda is retiring after 33 years as proprietor of Doña Esther Restaurant. Mayor Lund read a letter from Congressman Sam Farr, also honoring Mr. Castañeda. Tami Castañeda announced a birthday bash would be held at Hacienda de Leal at 4 p.m. on Saturday, September 18.

B. Monthly Financial Statements and Treasurer's Report
As City Treasurer Geiger was not present, this item was moved to the end of the agenda. No public comments were received.

C. Sheriff's Report: Monthly Activity
As no one from the Sheriff's Department was present this item was moved to later in the agenda. No public comments were received.

D. Fire Chief's Report
Captain Bob Martin Del Campo reviewed his written report and responded to questions. No public comments were received.

E. Library Report
Council received a report in their packet. No public comments were received.

F. Administrative Report
As City manager Grimsley was absent, Council discussed and accepted the report provided in their packet. No public comments were received.

G. Public Meetings and City Council Committee Reports
Council Member Martorana reported on discussion at the Intergovernmental Meeting regarding a proposed sales tax increase, and adiscussion to collaborate with Carmel, Monterey, and Santa Cruz on tourism was discussed at an AMBAG meeting. Council Member Boch reported COG supports a half cent sales tax together with San Juan Bautista. Council Member West reported the fire contract was discussed at the Fire Protection meeting. Neighborhood Watch Chairman Eric Gredassoff reported they had a speaker from Cal Com who explained 911 calls and response.

Sheriff's Report
Deputy Gillies and Deputy Wizard were present and reported on law enforcement activity in the city, stating there was an average of 15 calls each month since March, for a total of 93 cases. Cases involved stolen vehicles, arrests for outstanding warrants, and vehicles parked on the street with expired registration. Mayor Lund commented on a big rig pulled over by Deputy Liest in the city limits.

5. PUBLIC HEARING ITEMS
A. Consider an Ordinance Increasing the Rates for Water and Sewer Services
City Attorney Mall explained after the public hearing is closed, a break should be taken so staff can count the protests received. Mayor Lund opened the public hearing. Jolene Cosio (SJB Resident) spoke in support of the rate increase but wants something done for small users and include first 1,000 gallons with basic rate. Jess Murguia (SJB Resident) suggested the city apply for grants through the State or the California Endowment for funding for infrastructure. Mayor Lund closed the public hearing. Whereupon, a ten minute break was taken.

The meeting resumed at 7:00 p.m. Deputy City Clerk Paetz read the protest count. Boch commented the general fund has been subsidizing the enterprise fund by $1.8 million, and it needs to be paid back.

A motion was made by Vice Mayor Edge and seconded by Council Member West to

adopt Ordinance 2015-20 Amending Sections 3-5-150 and 3-5-155 of the Municipal Code to modify sewer and water rates. The motion passed unanimously, 5-0.

Council Member Edge asked that a plan for limited income individuals be placed on the agenda for discussion next month.

B. Consider Adopting an Ordinance Amending Chapter 11-03, Article 1, Zoning District Development Standards, Section 11-03-010 Development Standards Established and Chapter 11-04, Article 1, Additional Development Standards Section 11-04-010, Residential Districts, Subsection (A), Single Family Residential Lots

Assistant City Planner Luquin presented a report and stated these proposed changes to the municipal code are recommended by the Planning Commission, and reflect a new approach to housing development in the R-1 single family district. A question and answer period followed. Mayor Lund opened the public hearing. No comments were received. Mayor Lund closed the public hearing. A question and answer period followed. Council Member West commented this will not bring in affordable housing, affordable housing depends on whatever the market will bear.

A motion was made by Council Member Boch and seconded by Council Member Martorana to adopt Ordinance 2015-21 amending Section 11-03-010, Development Standards and Section 11-04-010, Residential Districts of the Municipal Code. The motion passed unanimously, 5-0.

C. Consider Adopting an Ordinance Amending Chapter 10-2 of the Municipal Code to Add Section 10-02-65, Plan Line Maps

Assistant Planner Luquin presented a report on the need for the City to have legal authority to establish plan line maps in the city to preserve and protect lands that will provide circulation for vehicular traffic and pedestrian and bicycle pathways, as the city grows. No public comment was provided. A question and answer period followed. Council Member Martorana commented he supports the ordinance but suggested sending it back to staff to correct typographical errors. It was the consensus of Council to continue introduction of the ordinance to next month.

6. ACTION ITEMS

A. Authorize a Sanitary Sewer Connection Agreement for Sewer Service to 1020 Mission Vineyard Road (APN 002-550-006), Applicant: George Dias

This item was continued to next month.

B. Consider Selection of City Volunteer to Recognize on Philanthropy Day (November 12, 2015)

Council considered Teresa Lavagnino, Sonora Vasquez, and Anne Cataneo for recognition on Philanthropy Day. During public comment Richard Ponce (SJB Resident) spoke in support of Teresa Lavagnino. Jolene Cosio (SJB Resident) also spoke in support of Teresa Lavagnino, stating Teresa is into recreation, and was responsible for reburnishing the tennis courts at San Juan School. A question and answer period

followed. Council Member Martorana added that Teresa Lavagnino is also a member of the Strategic Planning Committee, and helped refurnish the Anzar School soccer field for fitness.

It was the consensus of the Council to select Teresa Lavagnino to honor on Philanthropy Day. Mayor Lund will accompany her to the event.

C. Consider Proposed Fire Contract with City of Hollister
Mayor Lund provided a report of a meeting with the City Manager and Council Member Martorana. This item was continued to next month.

D. Consider Change to the Strategic Planning Committee Membership
City Clerk/Library Tech/Webmaster Connie Schobert was considered for membership to the Strategic Planning Committee. Mrs. Schobert was present and expressed her desire to be a member of the committee. It was the consensus of the Council to include Connie Schobert as a member of the Strategic Planning Committee.

7. DISCUSSION ITEMS
A. Proposal to Participate in MOU for AMBAG's 2015 Regional Orthophotography Project
This item was continued to next month.

8. COMMENTS
A. City Council
No comments were received.

B. City Manager
City Manager Grimsley was absent.

C. City Attorney
City Attorney Mall reported San Benito County Superior Court Judge put over setting the hearing for ACCORD's case against Harvey Dadwal.

Monthly Financial Statements and Treasurers Report
As City Treasurer Geiger was not present, Administrative Services Manager Paetz responded to questions regarding the warrants.

9. ADJOURNMENT
The meeting adjourned at 7:30 p.m.

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

Proclamation

Bi-National Health Week

WHEREAS, the Secretariat of Health and the Secretariat of Foreign Relations of Mexico, the Secretariats of Foreign Relations of El Salvador and Guatemala, the California Department of Health Services, the University of California, Health Initiative of Americas (HIA), and the United States-Mexico Border Health Commission, have recognized the necessity of improving access to health care and public health information to the Latino community at the US-Mexico border and throughout the State of California; and

WHEREAS, beginning in October 2001 the Health Initiative of the Americas, an unprecedented effort overseen by multi-agency task forces has conducted health promotion activities in 40 of the United States, as well as in 27 Mexican states and three provinces in Canada, involving over 800 community-based organizations; and

WHEREAS, Bi-National Health Week: Access to Health Care and Health Care Reform in the U.S., Infectious Diseases, Chronic Diseases and Occupational Health, is a bilateral collaborative effort between HIA and the Mexican Secretary of Health and Foreign Affairs, with active participation by state and local organizations such as the San Benito Health Foundation and the San Benito County Behavioral Health; and

WHEREAS, Bi-National Health Week provides an opportunity to highlight critical health issues in the Latino community within the City of San Juan Bautista and throughout the United States, and will serve as the basis for future bilateral efforts.

NOW, THEREFORE, LET IT BE RESOLVED that the City Council of the City of San Juan Bautista proclaims that in honor of these efforts to improve public health for the Latino community, October 3rd through 18th, 2015 is hereby declared ***Bi-National Health Week*** throughout the City of San Juan Bautista.

_____

Mayor Robert Lund

City of San Juan Bautista

"The City of History"

Treasurer's Report

For the Three Month Period Ended September 30, 2015

Financial Highlights ~

- **General fund year to date change in fund balance was a negative $11k, as compared to a negative change in fund balance of $118k this time last year. The change is primarily as a result of reimbursed planning/project reimbursement income approximately $70k received in the prior year, offset by higher planning expense of $57k in the prior year. There were also higher contract costs in the prior year due to an EIR.**

- **Enterprise funds year to date profit of $3k, as compared to the prior year profit of $10k. The difference is due primarily to lower utility revenue, offset by lower contract and capital costs in the current year.**

- **Overall cash flow (removing accruals and depreciation) was a negative $240k for the year to date.**

- **Cash balances on hand, net of restricted cash for C.O.P. debt service of $791k, were $2,762k. The balance on hand is after making a semi-annual debt payment of the Certificates of Participation debt of $442k.**

Budget vs. Actual ~

- General fund *revenues* were $199k, which were lower than budget by $38k, which was largely due to the timing of property tax revenue, while budgeted had not yet been incurred.

- General fund *expenditures* were $210k, which was lower than budget by $56k. The lower expenses is primarily as a result of lower than anticipated contract costs and dues and subscription costs.

- General fund net *change in fund balance* was a negative $11k, which was better than budgeted by $18k.

- Enterprise funds *revenues* were $423k, which was lower than budgeted by $3k.

- Enterprise funds *expenses* were $420k, which was lower than budgeted by $19k. The majority of the variance is due to contract cost and license and permit expenses, while anticipated have not yet occurred.

- Enterprise funds combined year to date profit was $3k, which was better than budgeted by $16k. The current year to date profit includes depreciation expense of $153k, which is a noncash item.

City of San Juan Bautista
Profit & Loss Prev Year Comparison
July through September 2015

	General Fund			46 - Water Enterprise Fund		
	Jul - Sep 15	Jul - Sep 14	$ Change	Jul - Sep 15	Jul - Sep 14	$ Change
Income						
Property Taxes	5,437	-	5,437	-	-	-
Other Tax Revenue	140,715	59,093	81,622	-	-	-
Franchise Fees	7,764	5,082	2,682	-	-	-
Business & Misc. Lic. & Permits	12,049	14,986	(2,936)	-	-	-
Planning, Building, Eng. Permit	10,695	6,226	4,469	-	-	-
Chg. for Planning/Eng. Services	5,844	79,651	(73,806)	-	-	-
Charges for Misc. Services	253	229	24	-	-	-
Utility Fees	-	-	-	193,629	216,374	(22,746)
Impact Fees	-	7,520	(7,520)	-	-	-
Fines & Penalties	517	564	(47)	-	-	-
Miscellaneous Revenue	15,472	13,322	2,150	7,917	8,139	(222)
Total Income	198,747	186,673	12,074	201,546	224,514	(22,968)
Expense						
Employee Salary, Wages, Benefit	124,452	119,690	4,762	17,603	7,804	9,799
Other Personnel Expenses	4,564	1,382	3,182	-	-	-
General and admin. expense	20,909	26,432	(5,523)	5,515	7,766	(2,251)
Contractual and Other Services	46,621	131,022	(84,401)	7,801	8,238	(437)
Utilities and Misc. Expenses	7,670	4,555	3,115	7,632	5,196	2,437
Equipment and Parts	5,268	6,353	(1,084)	5,773	6,385	(613)
Maint. & Repair Services	264	7,157	(6,894)	121	2,411	(2,290)
Capital Expenditures	-	8,342	(8,342)	70,130	70,130	-
Debt Defrayment	-	-	-	84,236	84,236	-
Total Expense	209,748	304,933	(95,185)	198,810	192,166	6,644
Net Income	**(11,002)**	**(118,260)**	**107,258**	**2,736**	**32,348**	**(29,612)**

City of San Juan Bautista
Profit & Loss Prev Year Comparison
July through September 2015

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul - Sep 15	Jul - Sep 14	$ Change	Jul - Sep 15	Jul - Sep 14	$ Change
Income						
Property Taxes	-	-	-	25,000	25,000	-
Other Tax Revenue	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Business & Misc. Lic. & Permits	-	-	-	-	-	-
Planning, Building, Eng. Permit	-	-	-	-	-	-
Chg. for Planning/Eng. Services	-	-	-	-	-	-
Charges for Misc. Services	-	-	-	-	-	-
Utility Fees	218,942	219,568	(625)	-	-	-
Impact Fees	-	-	-	-	-	-
Fines & Penalties	-	-	-	-	-	-
Miscellaneous Revenue	2,552	-	2,552	-	-	-
Total Income	221,494	219,568	1,926	25,000	25,000	-
Expense						
Employee Salary, Wages, Benefit	11,939	4,625	7,314	-	-	-
Other Personnel Expenses	-	-	-	-	-	-
General and admin. expense	2,746	3,181	(435)	-	-	-
Contractual and Other Services	19,613	29,794	(10,181)	33,210	33,210	-
Utilities and Misc. Expenses	18,773	19,823	(1,050)	-	-	-
Equipment and Parts	5,535	3,870	1,666	-	-	-
Maint. & Repair Services	2,036	15,747	(13,711)	-	-	-
Capital Expenditures	87,644	92,315	(4,671)	-	-	-
Debt Defrayment	73,034	73,034	-	-	-	-
Total Expense	221,321	242,389	(21,068)	33,210	33,210	-
Net Income	173	(22,822)	22,995	(8,210)	(8,210)	-

City of San Juan Bautista
Profit & Loss Prev Year Comparison
July through September 2015

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul - Sep 15	Jul - Sep 14	$ Change	Jul - Sep 15	Jul - Sep 14	$ Change
Income						
Property Taxes	-	-	-	-	-	-
Other Tax Revenue	5,377	3,175	2,202	-	-	-
Franchise Fees	-	-	-	-	-	-
Business & Misc. Lic. & Permits	-	-	-	-	-	-
Planning, Building, Eng. Permit	-	-	-	-	-	-
Chg. for Planning/Eng. Services	-	-	-	-	-	-
Charges for Misc. Services	-	-	-	-	-	-
Utility Fees	-	-	-	-	-	-
Impact Fees	-	-	-	-	-	-
Fines & Penalties	-	-	-	-	-	-
Miscellaneous Revenue	-	-	-	-	(5)	5
Total Income	5,377	3,175	2,202	-	(5)	5
Expense						
Employee Salary, Wages, Benefit	-	-	-	-	-	-
Other Personnel Expenses	-	-	-	-	-	-
General and admin. expense	-	-	-	-	(5)	5
Contractual and Other Services	-	-	-	2,044	3,066	(1,022)
Utilities and Misc. Expenses	-	-	-	-	-	-
Equipment and Parts	-	-	-	-	-	-
Maint. & Repair Services	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-
Debt Defrayment	-	-	-	-	-	-
Total Expense	-	-	-	2,044	3,061	(1,017)
Net Income	5,377	3,175	2,202	(2,044)	(3,066)	1,022

City of San Juan Bautista
Profit & Loss Prev Year Comparison
July through September 2015

	75 - Gas Tax Fund			TOTAL		
	Jul - Sep 15	Jul - Sep 14	$ Change	Jul - Sep 15	Jul - Sep 14	$ Change
Income						
Property Taxes	9,876	8,774	1,103	40,313	33,774	6,540
Other Tax Revenue	-	-	-	146,092	62,268	83,824
Franchise Fees	-	-	-	7,764	5,082	2,682
Business & Misc. Lic. & Permits	-	-	-	12,049	14,986	(2,936)
Planning, Building, Eng. Permit	-	-	-	10,695	6,226	4,469
Chg. for Planning/Eng. Services	-	-	-	5,844	79,651	(73,806)
Charges for Misc. Services	-	-	-	253	229	24
Utility Fees	-	-	-	412,571	435,942	(23,371)
Impact Fees	-	-	-	-	7,520	(7,520)
Fines & Penalties	-	-	-	517	564	(47)
Miscellaneous Revenue	-	-	-	25,941	21,456	4,485
Total Income	9,876	8,774	1,103	662,040	667,698	(5,658)
Expense						
Employee Salary, Wages, Benefit	-	-	-	153,994	132,119	21,875
Other Personnel Expenses	-	-	-	4,564	1,382	3,182
General and admin. expense	13	-	13	29,184	37,374	(8,190)
Contractual and Other Services	-	-	-	109,289	205,330	(96,041)
Utilities and Misc. Expenses	4,437	3,125	1,312	38,512	32,699	5,814
Equipment and Parts	-	-	-	16,576	16,608	(31)
Maint. & Repair Services	-	-	-	2,420	25,315	(22,895)
Capital Expenditures	-	-	-	157,774	170,787	(13,013)
Debt Defrayment	-	-	-	157,270	157,270	-
Total Expense	4,450	3,125	1,325	669,583	778,884	(109,301)
Net Income	5,427	5,648	(222)	(7,543)	(111,186)	103,643

City of San Juan Bautista

Budget vs. Actual by Department

For the Three Month Period Ended September 30, 2015

	General Fund			46 - Water Enterpise Fund		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
Income						
Property Taxes						
402.000 · Secured Taxes	6			-		
404.000 · Unsecured Taxes	95			-		
403.000 · Supplemental Property Tax	559			-		
405.000 · Triple Flip/Sales & Use Tax	-	11,000	(11,000)	-		
407.000 · VLF Swap	-	50,000	(50,000)	-		
422.000 · COPS Funding	-			-		
430.000 · State Mandated Cost Reimb	4,752			-		
436.000 · Gas Tax 2103	-			-		
431.000 · Gas Tax 2105	-			-		
432.000 · Gas Tax 2106	-			-		
433.000 · Gas Tax 2107	-			-		
434.000 · Gas Tax 2107.5	-			-		
Property Taxes - Other	25			-		
Total Property Taxes	5,437	61,000	(55,563)	-		
Other Tax Revenue						
406.000 · Sales Tax	108,472	100,247	8,225	-		
408.000 · Transient Lodging Taxes	28,194	16,250	11,944	-		
419.000 · Other Doc. Transfer	4,049	1,525	2,524	-		
Total Other Tax Revenue	140,715	118,022	22,693	-		
Franchise Fees						
442.000 · Franchise Cable	-	2,200	(2,200)	-		
448.000 · Refuse Franchise	7,764	6,500	1,264	-		
Total Franchise Fees	7,764	8,700	(936)	-		
Business & Misc. Lic. & Permits						
450.000 · Business Licenses	9,999	11,000	(1,001)	-		
470.000 · Garage Sale Permits	30	20	10	-		
472.000 · Animal Licenses	70	50	20	-		
490.000 · Misc. Revenue	150	40	110	-		
494.001 · Special Events	1,800	2,500	(700)	-		
Total Business & Misc. Lic. & Permits	12,049	13,610	(1,561)	-		
Planning, Building, Eng. Permit						
458.001 · Green Fee	43	5	38	-		
459.004 · Fire Sprinkler Permit	750			-		
459.003 · Mechanical Permit	277	1,000	(723)	-		
459.002 · Plumbing Permit	372	1,000	(628)	-		
459.001 · Electrical Permit	770	1,000	(230)	-		
454.003 · Design Review	750	250	500	-		
451.000 · Building Permits	7,099			-		
454.000 · Conditional Use Permit (CUP)	-	125	(125)	-		
456.000 · PUD Use Permit	-	50	(50)	-		
457.000 · Encrochment Permits	100	125	(25)	-		
458.000 · Sign Permits	35	125	(90)	-		
461.000 · Subdivision Fees	500			-		
Total Planning, Building, Eng. Permit	10,696	3,680	7,016	-		
Chg. for Planning/Eng. Services						
458.002 · SMIP Fee	107			-		
490.001 · Misc. Revenue Planning	2,850			-		
452.000 · Building Plan Check Fees	2,829			-		
459.000 · Remb. - Proj/Dev. Costs	59			-		
Total Chg. for Planning/Eng. Services	5,845			-		
Charges for Misc. Services						
496.002 · Administration Income	-	100	(100)	-		
496.001 · Public Document Charge	2	10	(8)	-		
496.000 · Library Copy Charges	252	225	27	-		
Total Charges for Misc. Services	254	335	(81)	-		
Utility Fees						
483.000 · Utility Connection Fees	-			-	6,000	(6,000)
486.000 · Utility Fees Commercial	-			25,000	37,500	(12,500)
485.000 · Utility Fees Residential	-			165,504	156,000	9,504

City of San Juan Bautista
Budget vs. Actual by Department
For the Three Month Period Ended September 30, 2015

	General Fund			46 - Water Enterpise Fund		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
485.001 · Septage Charges	-			-		
493.000 · Water Meter Maint. Fees	-			3,125	3,750	(625)
Total Utility Fees	-			193,629	203,250	(9,621)
Fines & Penalties						
421.000 · Vehicle Code Parking	327	100	227	-		
475.000 · Library Fines	190	188	2	-		
Total Fines & Penalties	517	288	229	-		
Miscellaneous Revenue						
497.000 · Other Financing Sources	51			-		
484.000 · Interest and Penalties	499	15,000	(14,501)	7,590	6,875	715
480.001 · Lease - American Tower	6,468	7,500	(1,032)	-		
438.000 · Donations	110	1,000	(890)	-		
480.000 · Rental Income	6,900	3,500	3,400	-		
480.003 · Reimbursed City expenses	1,443	3,750	(2,307)	327		
Total Miscellaneous Revenue	15,471	30,750	(15,279)	7,917	6,875	1,042
Total Income	198,748	236,385	(37,637)	201,546	210,125	(8,579)
Expense						
Employee Salary, Wages, Benefit						
519.001 · Volunteer Stipend	-	50	(50)	-		
502.000 · Salaries and Wages - FT	94,697	102,009	(7,312)	14,068	13,988	80
504.000 · Salaries and Wages - OT	138	663	(525)	57	246	(189)
508.000 · FICA	5,153	7,878	(2,725)	737	1,089	(352)
510.000 · Worker's Comp	7,980	7,151	829	1,251	1,724	(473)
512.000 · Unemployment	-	1,016	(1,016)	-	142	(142)
514.000 · Health Insurance	14,987	12,327	2,660	1,489	2,325	(836)
518.000 · 457k Retirement Contribution	1,497	1,514	(17)	-	102	(102)
519.000 · Elected Official Stipend	-	500	(500)	-		
Total Employee Salary, Wages, Benefit	124,452	133,108	(8,656)	17,602	19,616	(2,014)
Other Personnel Expenses						
522.000 · Uniforms & Alterations	1,600			-		
524.000 · Phys., Drug 7 Psych Testing	357	180	177	-		
525.000 · Volunteer Firefighter Stipend	200	900	(700)	-		
526.000 · Education and Training	1,540	50	1,490	-		
528.000 · Travel/Per Diem/Car Allowance	867	663	204	-		
Total Other Personnel Expenses	4,564	1,793	2,771	-		
General and admin. expense						
550.000 · Office Supplies	1,469	1,783	(314)	28		
558.000 · Printing and Copies	166	1,865	(1,699)	-		
560.000 · Advertising	-	225	(225)	409		
562.000 · Food and Beverages	784	345	439	-		
516.000 · Insurance - Liab/Bond/Auto/Prop	6,850	3,050	3,800	700		
630.000 · Computer Software Service	728	425	303	-		
628.000 · Computer Hardware Service	1,223	175	1,048	-		
530.000 · Dues and Subscriptions	8,676	29,615	(20,939)	3,228		
634.000 · Copier Services & Lease	750	1,452	(702)	376		
657.001 · Filing Fees	-			-		
638.000 · Bank Charges/PR Processing	-	639	(639)	-		
636.000 · Postage and Freight	265	1,448	(1,183)	774	750	24
Total General and admin. expense	20,911	41,022	(20,111)	5,515	750	4,765
Contractual and Other Services						
600.000 · Operational Contracts	35,578	45,100	(9,522)	6,744	10,000	(3,256)
602.000 · Legal	5,732	11,275	(5,543)	100		
604.000 · Engineering	300	5,750	(5,450)	-	500	(500)
606.000 · Planning	(2,710)			-		
608.000 · Accounting	5,805	8,050	(2,245)	-		
609.000 · Building Inspection	44			-		
612.001 · Other Prof. Service - CMAP	-	600	(600)	-		

City of San Juan Bautista

Budget vs. Actual by Department

For the Three Month Period Ended September 30, 2015

	General Fund			46 - Water Enterpise Fund		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
612.002 · Security	428	145	283	957	200	757
612.006 · Web maintenance	350			-		
614.000 · Law Enforcement	50	750	(700)	-		
624.000 · Janitorial	791	1,137	(346)	-		
626.000 · Landscape Services	254	500	(246)	-		
632.000 · Building Equipment Rental	-			-		
Total Contractual and Other Services	46,622	73,307	(26,685)	7,801	10,700	(2,899)
Utilities and Misc. Expenses						
650.000 · Agg. Base Material	501			-		
649.000 · Cost Sharing Waste Mgmt	1,243			-		
639.000 · Merchant processsing fees	-	38	(38)	-		
640.000 · Telecomm	2,343	1,925	418	253	300	(47)
642.000 · Electricity	3,582	3,438	144	7,379	7,000	379
656.000 · Licenses and Permits	-	150	(150)	-	3,000	(3,000)
Total Utilities and Misc. Expenses	7,669	5,551	2,118	7,632	10,300	(2,668)
Equipment and Parts						
712.000 · Materials	79	3,000	(2,921)	-		
532.01 · Equipment Rental	1,022	625	397	-		
702.000 · Safety Gear & First Aid	741			-		
554.000 · Gasoline & Diesel Fuel	1,644	4,050	(2,406)	-	213	(213)
552.000 · Chemical and Gasses	-			-	1,750	(1,750)
703.000 · Books and Periodicals	604	300	304	-		
716.000 · Parts - City Rep. Vehicles	250			-		
718.000 · Parts - City Rep. Equipment	787	500	287	-		
720.000 · Parts - City Rep. Water	88			5,773	5,000	773
721.000 · Fire Equipment and Supplies	-			-		
722.000 · Parts - City Rep. Sewer	-			-		
724.000 · Parts - City Rep. Streets	-	1,000	(1,000)	-		
726.000 · Parts - City Rep. Parks	53			-		
Total Equipment and Parts	5,268	9,475	(4,207)	5,773	6,963	(1,190)
Maint. & Repair Services						
764.001 · Sewer Maint. Outside	-			-		
751.003 · Maint. and Repair - Plant	-			-		
751.000 · Claims	-			17		
754.000 · Equipment Maint. - Outside	208			104	1,000	(896)
757.000 · Bldg Maint. - Inside	-			-		
758.000 · Building Maint. Outside	56	500	(444)	-		
760.000 · Grounds Maint. - Outside	-	875	(875)	-		
762.000 · Streets Maint. & Paving	-			-		
764.000 · Water Maintenance - Outside	-	200	(200)	-		
766.000 · Sewer Maint. - Plant	-			-		
Total Maint. & Repair Services	264	1,575	(1,311)	121	1,000	(879)
Capital Expenditures						
808.000 · Equipment	-			-		
801.000 · Capital Purchases/Improvements	-			-		
812.000 · Depreciation	-			70,130	70,130	-
Total Capital Expenditures	-			70,130	70,130	-
Debt Defrayment						
858.000 · Interest						
855.000 · Amortization expense	-			1,468	1,468	-
858.000 · Interest - Other	-			82,768	82,768	-
Total 858.000 · Interest	-			84,236	84,236	-
Total Debt Defrayment	-			84,236	84,236	-
Total Expense	209,750	265,831	(56,081)	198,810	203,695	(4,885)
Net Income	(11,002)	(29,446)	18,444	2,736	6,430	(3,694)

City of San Juan Bautista

Budget vs. Actual by Department

For the Three Month Period Ended September 30, 2015

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
Income						
Property Taxes						
402.000 · Secured Taxes	-			-		
404.000 · Unsecured Taxes	-			-		
403.000 · Supplemental Property Tax	-			-		
405.000 · Triple Flip/Sales & Use Tax	-			-		
407.000 · VLF Swap	-			-		
422.000 · COPS Funding	-			25,000	25,000	-
430.000 · State Mandated Cost Reimb	-			-		
436.000 · Gas Tax 2103	-			-		
431.000 · Gas Tax 2105	-			-		
432.000 · Gas Tax 2106	-			-		
433.000 · Gas Tax 2107	-			-		
434.000 · Gas Tax 2107.5	-			-		
Property Taxes - Other	-			-		
Total Property Taxes	-			25,000	25,000	-
Other Tax Revenue						
406.000 · Sales Tax	-			-		
408.000 · Transient Lodging Taxes	-			-		
419.000 · Other Doc. Transfer	-			-		
Total Other Tax Revenue	-			-		
Franchise Fees						
442.000 · Franchise Cable	-			-		
448.000 · Refuse Franchise	-			-		
Total Franchise Fees	-			-		
Business & Misc. Lic. & Permits						
450.000 · Business Licenses	-			-		
470.000 · Garage Sale Permits	-			-		
472.000 · Animal Licenses	-			-		
490.000 · Misc. Revenue	-			-		
494.001 · Special Events	-			-		
Total Business & Misc. Lic. & Permits	-			-		
Planning, Building, Eng. Permit						
458.001 · Green Fee	-			-		
459.004 · Fire Sprinkler Permit	-			-		
459.003 · Mechanical Permit	-			-		
459.002 · Plumbing Permit	-			-		
459.001 · Electrical Permit	-			-		
454.003 · Design Review	-			-		
451.000 · Building Permits	-			-		
454.000 · Conditional Use Permit (CUP)	-			-		
456.000 · PUD Use Permit	-			-		
457.000 · Encroachment Permits	-			-		
458.000 · Sign Permits	-			-		
461.000 · Subdivision Fees	-			-		
Total Planning, Building, Eng. Permit	-			-		
Chg. for Planning/Eng. Services						
458.002 · SMIP Fee	-			-		
490.001 · Misc. Revenue Planning	-			-		
452.000 · Building Plan Check Fees	-			-		
459.000 · Remib. - Proj/Dev. Costs	-			-		
Total Chg. for Planning/Eng. Services	-			-		
Charges for Misc. Services						
496.002 · Administration Income	-			-		
496.001 · Public Document Charge	-			-		
496.000 · Library Copy Charges	-			-		
Total Charges for Misc. Services	-			-		
Utility Fees						
483.000 · Utility Connection Fees	-			-		
486.000 · Utility Fees Commercial	40,000	62,625	(22,625)	-		
485.000 · Utility Fees Residential	178,942	146,375	32,567	-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Three Month Period Ended September 30, 2015

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
485.001 · Septage Charges	-	-	-	-		
493.000 · Water Meter Maint. Fees	-			-		
Total Utility Fees	218,942	209,000	9,942	-		
Fines & Penalties						
421.000 · Vehicle Code Parking	-			-		
475.000 · Library Fines	-			-		
Total Fines & Penalties	-			-		
Miscellaneous Revenue						
497.000 · Other Financing Sources	-			-		
484.000 · Interest and Penalties	2,552	6,875	(4,323)	-		
480.001 · Lease - American Tower	-			-		
438.000 · Donations	-			-		
480.000 · Rental Income	-			-		
480.003 · Reimbursed City expenses	-			-		
Total Miscellaneous Revenue	2,552	6,875	(4,323)	-		
Total Income	221,494	215,875	5,619	25,000	25,000	-
Expense						
Employee Salary, Wages, Benefit						
519.001 · Volunteer Stipend	-			-		
502.000 · Salaries and Wages - FT	9,362	10,496	(1,134)	-		
504.000 · Salaries and Wages - OT	34	187	(153)	-		
508.000 · FICA	518	817	(299)	-		
510.000 · Worker's Comp	993	1,409	(416)	-		
512.000 · Unemployment	-	107	(107)	-		
514.000 · Health Insurance	1,031	1,581	(550)	-		
518.000 · 457k Retirement Contribution	-	66	(66)	-		
519.000 · Elected Official Stipend	-			-		
Total Employee Salary, Wages, Benefit	11,938	14,663	(2,725)	-		
Other Personnel Expenses						
522.000 · Uniforms & Alterations	-			-		
524.000 · Phys., Drug 7 Psych Testing	-			-		
525.000 · Volunteer Firefighter Stipend	-			-		
526.000 · Education and Training	-			-		
528.000 · Travel/Per Diem/Car Allowance	-			-		
Total Other Personnel Expenses	-			-		
General and admin. expense						
550.000 · Office Supplies	64			-		
558.000 · Printing and Copies	-	875	(875)	-		
560.000 · Advertising	409			-		
562.000 · Food and Beverages	-			-		
516.000 · Insurance - Liab/Bond/Auto/Prop	811			-		
630.000 · Computer Software Service	-			-		
628.000 · Computer Hardware Service	-			-		
530.000 · Dues and Subscriptions	338	250	88	-		
634.000 · Copier Services & Lease	376			-		
657.001 · Filing Fees	-			-		
638.000 · Bank Charges/PR Processing	-			-		
636.000 · Postage and Freight	749			-		
Total General and admin. expense	2,747	1,125	1,622	-		
Contractual and Other Services						
600.000 · Operational Contracts	19,613	34,500	(14,887)	-		
602.000 · Legal	-			-		
604.000 · Engineering	-			-		
606.000 · Planning	-			-		
608.000 · Accounting	-			-		
609.000 · Building Inspection	-			-		
612.001 · Other Prof. Service - CMAP	-			-		

City of San Juan Bautista

Budget vs. Actual by Department

For the Three Month Period Ended September 30, 2015

	48 - Sewer Enterprise Fund			50 - Special Dist. - COPS		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
612.002 · Security	-	125	(125)	-		
612.006 · Web maintenance	-			-		
614.000 · Law Enforcement	-			33,210	33,210	-
624.000 · Janitorial	-			-		
626.000 · Landscape Services	-			-		
632.000 · Building Equipment Rental	-			-		
Total Contractual and Other Services	19,613	34,625	(15,012)	33,210	33,210	-
Utilities and Misc. Expenses						
650.000 · Agg. Base Material	-			-		
649.000 · Cost Sharing Waste Mgmt	-			-		
639.000 · Merchant processsing fees	-			-		
640.000 · Telecomm	222	450	(228)	-		
642.000 · Electricity	18,551	18,000	551	-		
656.000 · Licenses and Permits	-	2,500	(2,500)	-		
Total Utilities and Misc. Expenses	18,773	20,950	(2,177)	-		
Equipment and Parts						
712.000 · Materials	-			-		
532.01 · Equipment Rental	-			-		
702.000 · Safety Gear & First Aid	-			-		
554.000 · Gasoline & Diesel Fuel	-	250	(250)	-		
552.000 · Chemical and Gasses	829	1,250	(421)	-		
703.000 · Books and Periodicals	-			-		
716.000 · Parts - City Rep. Vehicles	-			-		
718.000 · Parts - City Rep. Equipment	-	500	(500)	-		
720.000 · Parts - City Rep. Water	-			-		
721.000 · Fire Equipment and Supplies	-			-		
722.000 · Parts - City Rep. Sewer	4,707	2,000	2,707	-		
724.000 · Parts - City Rep. Streets	-			-		
726.000 · Parts - City Rep. Parks	-			-		
Total Equipment and Parts	5,536	4,000	1,536	-		
Maint. & Repair Services						
764.001 · Sewer Maint. Outside	1,866			-		
751.003 · Maint. and Repair - Plant	-			-		
751.000 · Claims	-			-		
754.000 · Equipment Maint. - Outside	170	1,500	(1,330)	-		
757.000 · Bldg Maint. - Inside	-			-		
758.000 · Building Maint. Outside	-			-		
760.000 · Grounds Maint. - Outside	-			-		
762.000 · Streets Maint. & Paving	-			-		
764.000 · Water Maintenance - Outside	-			-		
766.000 · Sewer Maint. - Plant	-	2,500	(2,500)	-		
Total Maint. & Repair Services	2,036	4,000	(1,964)	-		
Capital Expenditures						
808.000 · Equipment	-			-		
801.000 · Capital Purchases/Improvements	4,707			-		
812.000 · Depreciation	82,937	82,937	-	-		
Total Capital Expenditures	87,644	82,937	4,707	-		
Debt Defrayment						
858.000 · Interest						
855.000 · Amortization expense	1,202	1,202	-	-		
858.000 · Interest - Other	71,832	71,832	-	-		
Total 858.000 · Interest	73,034	73,034	-	-		
Total Debt Defrayment	73,034	73,034	-	-		
Total Expense	221,321	235,334	(14,013)	33,210	33,210	-
Net Income	173	(19,459)	19,632	(8,210)	(8,210)	-

City of San Juan Bautista

Budget vs. Actual by Department

For the Three Month Period Ended September 30, 2015

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
Income						
Property Taxes						
402.000 · Secured Taxes	-			-		
404.000 · Unsecured Taxes	-			-		
403.000 · Supplemental Property Tax	-			-		
405.000 · Triple Flip/Sales & Use Tax	-			-		
407.000 · VLF Swap	-			-		
422.000 · COPS Funding	-			-		
430.000 · State Mandated Cost Reimb	-			-		
436.000 · Gas Tax 2103	-			-		
431.000 · Gas Tax 2105	-			-		
432.000 · Gas Tax 2106	-			-		
433.000 · Gas Tax 2107	-			-		
434.000 · Gas Tax 2107.5	-			-		
Property Taxes - Other	-			-		
Total Property Taxes	-			-		
Other Tax Revenue						
406.000 · Sales Tax	-			-		
408.000 · Transient Lodging Taxes	5,377	1,125	4,252	-		
419.000 · Other Doc. Transfer	-			-		
Total Other Tax Revenue	5,377	1,125	4,252	-		
Franchise Fees						
442.000 · Franchise Cable	-			-		
448.000 · Refuse Franchise	-			-		
Total Franchise Fees	-			-		
Business & Misc. Lic. & Permits						
450.000 · Business Licenses	-			-		
470.000 · Garage Sale Permits	-			-		
472.000 · Animal Licenses	-			-		
490.000 · Misc. Revenue	-			-		
494.001 · Special Events	-			-		
Total Business & Misc. Lic. & Permits	-			-		
Planning, Building, Eng. Permit						
458.001 · Green Fee	-			-		
459.004 · Fire Sprinkler Permit	-			-		
459.003 · Mechanical Permit	-			-		
459.002 · Plumbing Permit	-			-		
459.001 · Electrical Permit	-			-		
454.003 · Design Review	-			-		
451.000 · Building Permits	-			-		
454.000 · Conditional Use Permit (CUP)	-			-		
456.000 · PUD Use Permit	-			-		
457.000 · Encroachment Permits	-			-		
458.000 · Sign Permits	-			-		
461.000 · Subdivision Fees	-			-		
Total Planning, Building, Eng. Permit	-			-		
Chg. for Planning/Eng. Services						
458.002 · SMIP Fee	-			-		
490.001 · Misc. Revenue Planning	-			-		
452.000 · Building Plan Check Fees	-			-		
459.000 · Remib. - Proj/Dev. Costs	-			-		
Total Chg. for Planning/Eng. Services	-			-		
Charges for Misc. Services						
496.002 · Administration Income	-			-		
496.001 · Public Document Charge	-			-		
496.000 · Library Copy Charges	-			-		
Total Charges for Misc. Services	-			-		
Utility Fees						
483.000 · Utility Connection Fees	-			-		
486.000 · Utility Fees Commercial	-			-		
485.000 · Utility Fees Residential	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Three Month Period Ended September 30, 2015

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
485.001 · Septage Charges	-			-		
493.000 · Water Meter Maint. Fees	-			-		
Total Utility Fees	-			-		
Fines & Penalties						
421.000 · Vehicle Code Parking	-			-		
475.000 · Library Fines	-			-		
Total Fines & Penalties	-			-		
Miscellaneous Revenue						
497.000 · Other Financing Sources	-			-		
484.000 · Interest and Penalties	-			-		
480.001 · Lease - American Tower	-			-		
438.000 · Donations	-			-		
480.000 · Rental Income	-			-		
480.003 · Reimbursed City expenses	-			-		
Total Miscellaneous Revenue	-			-		
Total Income	5,377	1,125	4,252	-		
Expense						
Employee Salary, Wages, Benefit						
519.001 · Volunteer Stipend	-			-		
502.000 · Salaries and Wages - FT	-			-		
504.000 · Salaries and Wages - OT	-			-		
508.000 · FICA	-			-		
510.000 · Worker's Comp	-			-		
512.000 · Unemployment	-			-		
514.000 · Health Insurance	-			-		
518.000 · 457k Retirement Contribution	-			-		
519.000 · Elected Official Stipend	-			-		
Total Employee Salary, Wages, Benefit	-			-		
Other Personnel Expenses						
522.000 · Uniforms & Alterations	-			-		
524.000 · Phys., Drug 7 Psych Testing	-			-		
525.000 · Volunteer Firefighter Stipend	-			-		
526.000 · Education and Training	-			-		
528.000 · Travel/Per Diem/Car Allowance	-			-		
Total Other Personnel Expenses	-			-		
General and admin. expense						
550.000 · Office Supplies	-			-		
558.000 · Printing and Copies	-			-		
560.000 · Advertising	-			-		
562.000 · Food and Beverages	-			-		
516.000 · Insurance - Liab/Bond/Auto/Prop	-			-		
630.000 · Computer Software Service	-			-		
628.000 · Computer Hardware Service	-			-		
530.000 · Dues and Subscriptions	-			-		
634.000 · Copier Services & Lease	-			-		
657.001 · Filing Fees	-			-		
638.000 · Bank Charges/PR Processing	-			-		
636.000 · Postage and Freight	-			-		
Total General and admin. expense	-			-		
Contractual and Other Services						
600.000 · Operational Contracts	-			-		
602.000 · Legal	-			-		
604.000 · Engineering	-			-		
606.000 · Planning	-			-		
608.000 · Accounting	-			-		
609.000 · Building Inspection	-			-		
612.001 · Other Prof. Service - CMAP	-			-		

City of San Juan Bautista
Budget vs. Actual by Department
For the Three Month Period Ended September 30, 2015

	55 - Rest. and Parking Fund			60 - Valle Vista Lighting Dist.		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
612.002 · Security	-			-		
612.006 · Web maintenance	-			-		
614.000 · Law Enforcement	-			-		
624.000 · Janitorial	-			-		
626.000 · Landscape Services	-			2,044	3,069	(1,025)
632.000 · Building Equipment Rental	-			-		
Total Contractual and Other Services	-			2,044	3,069	(1,025)
Utilities and Misc. Expenses						
650.000 · Agg. Base Material	-			-		
649.000 · Cost Sharing Waste Mgmt	-			-		
639.000 · Merchant processsing fees	-			-		
640.000 · Telecomm	-			-		
642.000 · Electricity	-			-	500	(500)
656.000 · Licenses and Permits	-			-		
Total Utilities and Misc. Expenses	-			-	500	(500)
Equipment and Parts						
712.000 · Materials	-			-		
532.01 · Equipment Rental	-			-		
702.000 · Safety Gear & First Aid	-			-		
554.000 · Gasoline & Diesel Fuel	-			-		
552.000 · Chemical and Gasses	-			-		
703.000 · Books and Periodicals	-			-		
716.000 · Parts - City Rep. Vehicles	-			-		
718.000 · Parts - City Rep. Equipment	-			-		
720.000 · Parts - City Rep. Water	-			-		
721.000 · Fire Equipment and Supplies	-			-		
722.000 · Parts - City Rep. Sewer	-			-		
724.000 · Parts - City Rep. Streets	-			-		
726.000 · Parts - City Rep. Parks	-			-		
Total Equipment and Parts	-			-		
Maint. & Repair Services						
764.001 · Sewer Maint. Outside	-			-		
751.003 · Maint. and Repair - Plant	-			-		
751.000 · Claims	-			-		
754.000 · Equipment Maint. - Outside	-			-		
757.000 · Bldg Maint. - Inside	-			-		
758.000 · Building Maint. Outside	-			-		
760.000 · Grounds Maint. - Outside	-			-		
762.000 · Streets Maint. & Paving	-			-		
764.000 · Water Maintenance - Outside	-			-		
766.000 · Sewer Maint. - Plant	-			-		
Total Maint. & Repair Services	-			-		
Capital Expenditures						
808.000 · Equipment	-			-		
801.000 · Capital Purchases/Improvements	-			-		
812.000 · Depreciation	-			-		
Total Capital Expenditures	-			-		
Debt Defrayment						
858.000 · Interest						
855.000 · Amortization expense	-			-		
858.000 · Interest - Other	-			-		
Total 858.000 · Interest	-			-		
Total Debt Defrayment	-			-		
Total Expense	-			2,044	3,569	(1,525)
Net Income	5,377	1,125	4,252	(2,044)	(3,569)	1,525

City of San Juan Bautista
Budget vs. Actual by Department
For the Three Month Period Ended September 30, 2015

	75 - Gas Tax Fund			TOTAL		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
Income						
Property Taxes						
402.000 · Secured Taxes	-			6	-	6
404.000 · Unsecured Taxes	-			95	-	95
403.000 · Supplemental Property Tax	-			559	-	559
405.000 · Triple Flip/Sales & Use Tax	-			-	11,000	(11,000)
407.000 · VLF Swap	-			-	50,000	(50,000)
422.000 · COPS Funding	-			25,000	25,000	-
430.000 · State Mandated Cost Reimb	-			4,752	-	4,752
436.000 · Gas Tax 2103	3,422	1,569	1,853	3,422	1,569	1,853
431.000 · Gas Tax 2105	1,790	1,979	(189)	1,790	1,979	(189)
432.000 · Gas Tax 2106	1,826	1,893	(67)	1,826	1,893	(67)
433.000 · Gas Tax 2107	1,839	2,705	(866)	1,839	2,705	(866)
434.000 · Gas Tax 2107.5	1,000	1,000	-	1,000	1,000	-
Property Taxes - Other	-			25	-	25
Total Property Taxes	9,877	9,146	731	40,314	95,146	(54,832)
Other Tax Revenue						
406.000 · Sales Tax	-			108,472	100,247	8,225
408.000 · Transient Lodging Taxes	-			33,571	17,375	16,196
419.000 · Other Doc. Transfer	-			4,049	1,525	2,524
Total Other Tax Revenue	-			146,092	119,147	26,945
Franchise Fees						
442.000 · Franchise Cable	-			-	2,200	(2,200)
448.000 · Refuse Franchise	-			7,764	6,500	1,264
Total Franchise Fees	-			7,764	8,700	(936)
Business & Misc. Lic. & Permits						
450.000 · Business Licenses	-			9,999	11,000	(1,001)
470.000 · Garage Sale Permits	-			30	20	10
472.000 · Animal Licenses	-			70	50	20
490.000 · Misc. Revenue	-			150	40	110
494.001 · Special Events	-			1,800	2,500	(700)
Total Business & Misc. Lic. & Permits	-			12,049	13,610	(1,561)
Planning, Building, Eng. Permit						
458.001 · Green Fee	-			43	5	38
459.004 · Fire Sprinkler Permit	-			750	-	750
459.003 · Mechanical Permit	-			277	1,000	(723)
459.002 · Plumbing Permit	-			372	1,000	(628)
459.001 · Electrical Permit	-			770	1,000	(230)
454.003 · Design Review	-			750	250	500
451.000 · Building Permits	-			7,099	-	7,099
454.000 · Conditional Use Permit (CUP)	-			-	125	(125)
456.000 · PUD Use Permit	-			-	50	(50)
457.000 · Encroachment Permits	-			100	125	(25)
458.000 · Sign Permits	-			35	125	(90)
461.000 · Subdivision Fees	-			500	-	500
Total Planning, Building, Eng. Permit	-			10,696	3,680	7,016
Chg. for Planning/Eng. Services						
458.002 · SMIP Fee	-			107	-	107
490.001 · Misc. Revenue Planning	-			2,850	-	2,850
452.000 · Building Plan Check Fees	-			2,829	-	2,829
459.000 · Remib. - Proj/Dev. Costs	-			59	-	59
Total Chg. for Planning/Eng. Services	-			5,845	-	5,845
Charges for Misc. Services						
496.002 · Administration Income	-			-	100	(100)
496.001 · Public Document Charge	-			2	10	(8)
496.000 · Library Copy Charges	-			252	225	27
Total Charges for Misc. Services	-			254	335	(81)
Utility Fees						
483.000 · Utility Connection Fees	-			-	6,000	(6,000)
486.000 · Utility Fees Commercial	-			65,000	100,125	(35,125)
485.000 · Utility Fees Residential	-			344,446	302,375	42,071

City of San Juan Bautista
Budget vs. Actual by Department
For the Three Month Period Ended September 30, 2015

	75 - Gas Tax Fund			TOTAL		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
485.001 · Septage Charges	-			-	-	-
493.000 · Water Meter Maint. Fees	-			3,125	3,750	(625)
Total Utility Fees	-			412,571	412,250	321
Fines & Penalties						
421.000 · Vehicle Code Parking	-			327	100	227
475.000 · Library Fines	-			190	188	2
Total Fines & Penalties	-			517	288	229
Miscellaneous Revenue						
497.000 · Other Financing Sources	-			51	-	51
484.000 · Interest and Penalties	-			10,641	28,750	(18,109)
480.001 · Lease - American Tower	-			6,468	7,500	(1,032)
438.000 · Donations	-			110	1,000	(890)
480.000 · Rental Income	-			6,900	3,500	3,400
480.003 · Reimbursed City expenses	-			1,770	3,750	(1,980)
Total Miscellaneous Revenue	-			25,940	44,500	(18,560)
Total Income	9,877	9,146	731	662,042	697,656	(35,614)
Expense						
Employee Salary, Wages, Benefit						
519.001 · Volunteer Stipend	-			-	50	(50)
502.000 · Salaries and Wages - FT	-			118,127	126,493	(8,366)
504.000 · Salaries and Wages - OT	-			229	1,096	(867)
508.000 · FICA	-			6,408	9,784	(3,376)
510.000 · Worker's Comp	-			10,224	10,284	(60)
512.000 · Unemployment	-			-	1,265	(1,265)
514.000 · Health Insurance	-			17,507	16,233	1,274
518.000 · 457k Retirement Contribution	-			1,497	1,682	(185)
519.000 · Elected Official Stipend	-			-	500	(500)
Total Employee Salary, Wages, Benefit	-			153,992	167,387	(13,395)
Other Personnel Expenses						
522.000 · Uniforms & Alterations	-			1,600	-	1,600
524.000 · Phys., Drug 7 Psych Testing	-			357	180	177
525.000 · Volunteer Firefighter Stipend	-			200	900	(700)
526.000 · Education and Training	-			1,540	50	1,490
528.000 · Travel/Per Diem/Car Allowance	-			867	663	204
Total Other Personnel Expenses	-			4,564	1,793	2,771
General and admin. expense						
550.000 · Office Supplies	13			1,574	1,783	(209)
558.000 · Printing and Copies	-			166	2,740	(2,574)
560.000 · Advertising	-			818	225	593
562.000 · Food and Beverages	-			784	345	439
516.000 · Insurance - Liab/Bond/Auto/Prop	-			8,361	3,050	5,311
630.000 · Computer Software Service	-			728	425	303
628.000 · Computer Hardware Service	-			1,223	175	1,048
530.000 · Dues and Subscriptions	-			12,242	29,865	(17,623)
634.000 · Copier Services & Lease	-			1,502	1,452	50
657.001 · Filing Fees	-			-	-	-
638.000 · Bank Charges/PR Processing	-			-	639	(639)
636.000 · Postage and Freight	-			1,788	2,198	(410)
Total General and admin. expense	13			29,186	42,897	(13,711)
Contractual and Other Services						
600.000 · Operational Contracts	-			61,935	89,600	(27,665)
602.000 · Legal	-			5,832	11,275	(5,443)
604.000 · Engineering	-			300	6,250	(5,950)
606.000 · Planning	-			(2,710)	-	(2,710)
608.000 · Accounting	-			5,805	8,050	(2,245)
609.000 · Building Inspection	-			44	-	44
612.001 · Other Prof. Service - CMAP	-			-	600	(600)

City of San Juan Bautista
Budget vs. Actual by Department
For the Three Month Period Ended September 30, 2015

	75 - Gas Tax Fund			TOTAL		
	Jul - Sep 15	Budget	$ Over Budget	Jul - Sep 15	Budget	$ Over Budget
612.002 · Security	-			1,385	470	915
612.006 · Web maintenance	-			350	-	350
614.000 · Law Enforcement	-			33,260	33,960	(700)
624.000 · Janitorial	-			791	1,137	(346)
626.000 · Landscape Services	-			2,298	3,569	(1,271)
632.000 · Building Equipment Rental	-			-	-	-
Total Contractual and Other Services	-			109,290	154,911	(45,621)
Utilities and Misc. Expenses						
650.000 · Agg. Base Material	-			501	-	501
649.000 · Cost Sharing Waste Mgmt	-			1,243	-	1,243
639.000 · Merchant processsing fees	-			-	38	(38)
640.000 · Telecomm	-			2,818	2,675	143
642.000 · Electricity	4,437	4,000	437	33,949	32,938	1,011
656.000 · Licenses and Permits	-			-	5,650	(5,650)
Total Utilities and Misc. Expenses	4,437	4,000	437	38,511	41,301	(2,790)
Equipment and Parts						
712.000 · Materials	-			79	3,000	(2,921)
532.01 · Equipment Rental	-			1,022	625	397
702.000 · Safety Gear & First Aid	-			741	-	741
554.000 · Gasoline & Diesel Fuel	-			1,644	4,513	(2,869)
552.000 · Chemical and Gasses	-			829	3,000	(2,171)
703.000 · Books and Periodicals	-			604	300	304
716.000 · Parts - City Rep. Vehicles	-			250	-	250
718.000 · Parts - City Rep. Equipment	-			787	1,000	(213)
720.000 · Parts - City Rep. Water	-			5,861	5,000	861
721.000 · Fire Equipment and Supplies	-			-	-	-
722.000 · Parts - City Rep. Sewer	-			4,707	2,000	2,707
724.000 · Parts - City Rep. Streets	-			-	1,000	(1,000)
726.000 · Parts - City Rep. Parks	-			53	-	53
Total Equipment and Parts	-			16,577	20,438	(3,861)
Maint. & Repair Services						
764.001 · Sewer Maint. Outside	-			1,866	-	1,866
751.003 · Maint. and Repair - Plant	-			-	-	-
751.000 · Claims	-			17	-	17
754.000 · Equipment Maint. - Outside	-			482	2,500	(2,018)
757.000 · Bldg Maint. - Inside	-			-	-	-
758.000 · Building Maint. Outside	-			56	500	(444)
760.000 · Grounds Maint. - Outside	-			-	875	(875)
762.000 · Streets Maint. & Paving	-			-	-	-
764.000 · Water Maintenance - Outside	-			-	200	(200)
766.000 · Sewer Maint. - Plant	-			-	2,500	(2,500)
Total Maint. & Repair Services	-			2,421	6,575	(4,154)
Capital Expenditures						
808.000 · Equipment	-			-	-	-
801.000 · Capital Purchases/Improvements	-			4,707	-	4,707
812.000 · Depreciation	-			153,067	153,067	-
Total Capital Expenditures	-			157,774	153,067	4,707
Debt Defrayment						
858.000 · Interest						
855.000 · Amortization expense	-			2,670	2,670	-
858.000 · Interest - Other	-			154,600	154,600	-
Total 858.000 · Interest	-			157,270	157,270	-
Total Debt Defrayment	-			157,270	157,270	-
Total Expense	4,450	4,000	450	669,585	745,639	(76,054)
Net Income	5,427	5,146	281	(7,543)	(47,983)	40,440

City of San Juan Bautista
Warrant Listing
As of September 30, 2015

Date	Num	Name	Amount
101.000 · Union Bank			
101.001 · Operating Acct. 1948			
09/09/2015	209537	Abbott's Pro Power	-105.39
09/09/2015	209538	ACWA Health Benefits Authority	-4,563.68
09/09/2015	209539	Armando Gonzalez	-157.83
09/09/2015	209540	at&t	-69.51
09/09/2015	209541	AVAYA	-211.45
09/09/2015	209542	Benny Archibeque	-66.37
09/09/2015	209543	Bracewell Engineering, Inc.	-12,868.00
09/09/2015	209544	Design Line & Granger	-154.07
09/09/2015	209545	Diane Hanania.	-30.96
09/09/2015	209546	Ellen Emmons	-188.82
09/09/2015	209547	Granite Rock	-1,243.40
09/09/2015	209548	Jeffrey Peter McIntosh	-250.00
09/09/2015	209549	Judicial Data Systems Corporation	-25.00
09/09/2015	209550	Julie Seward	-12.77
09/09/2015	209551	Lautzenhiser's Stationiery, Inc.	-223.09
09/09/2015	209552	Mandell Municipal Counseling	-439.50
09/09/2015	209553	Michael Cruddas	-172.46
09/09/2015	209554	Mid Valley Supply	-115.72
09/09/2015	209555	New SV Media, Inc	-817.65
09/09/2015	209556	Olberding Enviromental, Inc.	-2,706.25
09/09/2015	209557	P G & E	-13,541.65
09/09/2015	209558	Pavex Graniterock	-7,731.38
09/09/2015	209559	Pinnacle Healthcare Hollister	-94.00
09/09/2015	209560	San Benito Business Council	-500.00
09/09/2015	209561	Smith & Enright Landscaping	-1,022.00
09/09/2015	209562	True Value Hardware	-138.90
09/09/2015	209563	US Bank	-2,729.99
09/09/2015	209564	Wendy L. Cumming, CPA	-1,653.75
09/09/2015	209565	Xerox	-640.88
09/22/2015	209566	AFLAC	-196.97
09/22/2015	209567	at&t	-275.98
09/22/2015	209568	Bracewell Engineering, Inc.	-24,600.00
09/22/2015	209569	Brigantino Irrigation, Inc.	-186.71
09/22/2015	209570	CalPers 457 Plan	-773.59
09/22/2015	209571	Carlos Garcia.	-700.00
09/22/2015	209572	CE&G	-3,898.50
09/22/2015	209573	Connie Schobert	-88.25
09/22/2015	209574	FedEx	-116.36
09/22/2015	209575	Ferguson Enterprises, Inc.	-3,927.33
09/22/2015	209576	First Alarm	-426.12
09/22/2015	209577	Graciela Juarez.	-700.00
09/22/2015	209578	J.V. Orta's Rent A Fence	-225.00
09/22/2015	209579	Mc Kinnon Lumber Co., Inc.	-30.50

City of San Juan Bautista
Warrant Listing
As of September 30, 2015

Date	Num	Name	Amount
09/22/2015	209580	Mission Linen Service	-43.65
09/22/2015	209581	Nextel Communications	-96.22
09/22/2015	209582	Northern CA City Clerks Assoc.	-40.00
09/22/2015	209583	Rudy Luquin.	-25.30
09/22/2015	209584	Rx-Tek	-95.00
09/22/2015	209585	Sentry Alarm System	-372.00
09/22/2015	209586	State Compensation Insurance Fund	-2,556.08
09/22/2015	209587	Tom's Site Service	-206.60
09/22/2015	209588	Valero Marketing & Supply	-511.28
09/23/2015	209589	Wells Fargo Bank, N.A.	-442,441.65
Total 101.001 · Operating Acct. 1948			-535,007.56
Total 101.000 · Union Bank			-535,007.56
TOTAL			**-535,007.56**

HOLLISTER FIRE DEPARTMENT

Fire Station 1 *Headquarters* 110 Fifth Street • Hollister, CA 95023-3926
(831) 636-4325 • Fax (831) 636-4329

Fire Chiefs Report

October 7 2015

The Hollister Fire Department responded to 410 calls for service from September 1st thru October 7th, 2015.

Breakdown:

- Vegetation Fire - 12
- Rescue & EMS – 192
- Good Intent Calls – 50
- Miscellanies calls i.e. lines down, lift assist, false call - 256

Equipment Status:

- E-24 in service running calls at SBCO West - 120536
- E-13 O.O.S. Water pump Coolant needs – no report
- E-14 O.O.S Coolant leak, Break – 32888
- E-17 O.O.S. Needs the annual service and preventive maintenance – 61955
- E-64 O.O.S. Needs the annual service and preventive maintenance – 13726
- Assistance Firefighters Grant Tpye-1 water tender: Pending

Strength Management:

- 2 Chief Officers, 10 Fire Captains, 7 Fire Engineers, 20 Firefighters.
- Reserve Firefighters Sworn-in October 8th 1830 hrs. at 15
- Recruiting efforts continue and are ongoing.

Career Development

- Completion of Fire Academy 2015-1
- FBOR Course schedule December
- Driver operator training spring
- Position task books developed: FFI, Fire Engineer, Fire Officer, and Chief Officer.

HOLLISTER FIRE DEPARTMENT

Fire Station 1 Headquarters
110 Fifth Street • Hollister, CA 95023-3926
(831) 636-4325 • Fax (831) 636-4329

Fire Chiefs Report

Fire Marshal's Office

- Inspections conducted Jan 1st- Oct 7th: 119 at 90 hours.

Re-instatement of the original 1865 Fire companies for our reserve Firefighters:

- Alert Hose Company #1
- Hollister Hook and Ladder Company #1
- Wide Awake Hose Company #2
- Excelsior Hose Company #3
- Eagles Hook and Ladder Company #4

Item #4E
City Council Meeting
October 20, 2015

Library Report

	Apr. '15	May '15	Jun. '15	Jul. '15	Aug. '15	Sep. '15
New Material	34	65	56	116	19	42
Retired Materials	33	4	65	145	14	65
Lost Items	6	5	4	5	4	5
Overdue Items	24	11	10	11	20	10
Overdue Patrons	15	7	8	8	11	6
Cards Issued	17	0	13	13	20	14
Items Checked Out	452	348	496	454	468	532
Disciplinary Issues	0	0	0	0	0	0
Money from Fines	63.55	94.60	76.04	35.75	61.25	90.45
Money from Memberships	0	0	0	0	0	0
Money from Faxes	7.00	10.00	7.00	29.00	21.	6.
Money from Copies	59.00	48.15	36.35	41.15	112.55	42.85
Money from other Charges	8.00	4.15	23.95	12.50	74.90	36.00
Patron Tally	683	621	1304	1202	682	710

CITY OF SAN JUAN BAUTISTA

ADMINISTRATIVE REPORT

Date: October 20, 2015

To: City Council

From: City Manager

PUBLIC WORKS DEPARTMENT:
The Public Works crew continues to make progress on grinding the joints on Third Street between Franklin and Muckelemi. The grinding machine was purchased through a grant from PARSAC with the help of Trish Paetz, our representative on the PARSAC Board. The grinding machine will also assist the City in eliminating potential stumbling spot along the pedestrian sidewalks of the downtown business district.

A tree branch from one the large eucalyptus trees at Donner and Third Streets was removed recently to eliminate a potential hazard.

PLANNING DEPARTMENT:
Staff processed various planning permits, including site and design approvals for 1113 C and 1113D First Street. These two lots were created back in 1974 and have sat dormant since their creation. The new owner submitted an application to build two single family residential homes on the two lots on First Street. The Planning Commission granted approval subject to 24 conditions.

Annexation of the various properties has continued; Well No. 3, the water reservoir, the Cemetery property, an 18.07 acres parcel on the south side of San Juan-Hollister Road, a 12.5 acres parcel at the corner of Mission Vineyard and San Juan-Hollister Road, and a 1.08 acre parcel at the north city limits, which will be part of the Rancho Vista Development. Still remaining for processing to LAFCO is the 1.04 acre parcel at the southwest corner of Muckelemi and Monterey Street and a 13.3 acre parcel on the north side of San Juan-Hollister Road just west of Mission RV Park.

The 2035 General Plan, the Final Draft of the Environmental Impact Report and the Background Report will come to the City Council on November 17. Preliminary materials will be sent to each City Councilmember for review in advance of that meeting.

CITY MANAGER DEPARTMENT:

Drilling of a test well for Well No. 4 is complete, and the E-log and water analysis results will be completed shortly and ready for evaluation. The next step is discuss property acquisition and purchase price details with the property owner. As you are aware, the scheduling for the completion of Well No. 4 and Well No. 2A is outlined in our action plan that was submitted to the State Water Resources Board, Drinking Water Division. A copy of the action plans for phase one and two are attached for your review. The timing for the construction of the two wells is intended to correlate with the refinancing efforts of our bonds and the recent approved water and sewer rate increases. A culmination of hard work, tough decisions and sincere effort by the City Council has resulted in positive forward action.

Hillside Regulations and Plan Line authority are other key element of the City's effort to be proactive in planning for the future needs of our community.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL STAFF REPORT

DATE: September 15, 2015

SUBJECT: **Plan Lines**

DISCUSSION: Plan line maps have been discussed for over the last few years as a means to preserve and protect lands that will provide circulation of vehicular traffic, and pedestrian and bicycle path ways as the city grows. Upon reviewing the current Municipal Code, it was discovered the absence of legal authority to prepare and approve plan line maps. The staff has prepared an amendment to the municipal code that would allow the Planning Commission to review the needs and act appropriately in directing staff to prepare and adopt plan line maps for future growth of the city.

RECOMMENDATION: The Planning Commission adopted Resolution 2015-28, recommending to the City Council changing the municipal code to reflect that staff will prepare, and the Planning Commission will adopt, plan line maps for future growth of the city.

1. Review and consider recommendation from the Planning Commission.
2. Discuss and consider the proposed change to Chapter 10-2 of the SJBMC.
3. Consider adopting Ordinance 2015-XX

ORDINANCE 2015-XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA AMENDING THE SAN JUAN BAUTISTA MUNICIPAL CODE CHAPTER 10-02, TO ADD SECTION 10-2-650, AUTHORIZING PLAN LINE MAPS UNDER ARTICLE 6, GENERAL REGULATIONS AND STANDARDS

WHEREAS, the San Juan Bautista General Plan contains the City's policies on land use, transportation, housing, open space, conservation, safety, public services, community design and historic preservation, and

WHEREAS, plan line maps are an effective way for the City to protect and identify areas for future rights of way to accommodate future growth of the City, and

WHEREAS, the preparation of plan line maps involves planning studies, analysis of future growth projections and circulation and transportation needs of the General Plan, and is Statutorily Exempt under CEQA guidelines Section 15262 and 15276 (a).

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

Section 10-02-650 Planning Commission Authorizes Plan Line Maps.

(A) The Planning Commission shall examine the transportation routes, street alignment and circulation system of the City's General Plan to determine the need to preserve and protect future public rights of way, utility easements and transportation corridors for vehicular, pedestrian, bicycle and public transit systems within the city limits, urban growth boundaries and spheres of influence. The Planning Commission shall have the authorize to develop specific Plan Line Maps, diagrams and reports for future streets, roads, boulevards, avenues, lanes, public utility easements, pedestrian walkway rights of way or easements, public transit corridors and lane facilities.

(B) Plan Line Maps shall identify and detail specific routes for public rights of way, public utility easements, pedestrian rights of way and/or easements, bicycle rights of way and/or easements, public transit corridors and lane facilities, so as to preserve and protect lands that are subject to future development from encroaching, building and construction of those routes for circulation and utility distribution to meet the goals, objectives, and programs of the General Plan and the need for public health, safety and welfare for the citizens of San Juan Bautista.

(C) The Planning Commission shall conduct public hearings for the adoption of Plan Line Maps in accordance with provisions of the San Juan Bautista Municipal Code and Government Code Sections 65090 and 65091. Notices to all property owners within 300 feet of the subject boundaries of the project shall be provided at least ten (10) day prior to the hearing.

(D) Upon approval of Plan Line Maps, diagrams and or reports by the Planning Commission, the Plan Line Map shall go the City Council for final adoption and approval. Upon approval by the City Council, the Plan Line Map shall be transmitted to the County of San Benito Recorders Office and recorded in the Book of Plan Line Maps.

The FOREGOING ORDINANCE was first read at a regular meeting of the San Juan Bautista City Council on the 20th day of October, 2015, and was adopted at a regular meeting of the San Juan Bautista City Council on the ____ day of _____, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor Robert Lund

ATTEST:

_____
Connie Schobert, City Clerk

APPROVED AS TO FORM:

_____
Deborah Mall, City Attorney

RESOLUTION 2015-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN JUAN BAUTISTA RECOMMENDING TO THE CITY COUNCIL AMENDMENT OF THE SAN JUAN BAUTISTA MUNICIPAL CODE TO ADD SECTION 10-2-650, AUTHORIZING PLAN LINE MAPS UNDER ARTICLE 6, GENERAL REGULATIONS AND STANDARDS

WHEREAS, the San Juan Bautista General Plan contains the City's policies on land use, transportation, housing, open space, conservation, safety, public services, community design and historic preservation, and

WHEREAS, the Planning Commission reviews, implements and approves programs within the General Plan for future growth and development of transportation needs of the City, and

WHEREAS, the Planning Commission recognize the need to preserve, protect and plan for future public rights of way for vehicular traffic, pedestrian, bicycle, public transit and public utility easements and open spaces, and

WHEREAS, the Planning Commission from time to time have identified the need to preserve and protect new routes, corridors, and rights of way for the future growth of the City, and

WHEREAS, Plan line maps are an effective way for the City to protect and identify area for future rights of way to accommodate future growth of the City, and

WHEREAS, the preparation of plan line maps involving only planning studies, analyzes and future growth projections of the circulation and transportation needs of the general plan and is Statutory Exemption under CEQA guidelines Section 15262 and 15276 (a).

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of San Juan Bautista hereby approves Section 10-02-650, Authorize Plan Line Maps for addition to Article 6, of Chapter 10-02, General Regulations and Standards of the San Juan Bautista Municipal Code.

Section 10-02-650 Planning Commission Authorizes Plan Line Maps.

(A) The Planning Commission shall examine the transportation routes, street alignment and circulation system of the City's General Plan to determine the

need to preserve and protect future public rights of way, utility easements and transportation corridor for vehicular, pedestrian, bicycle and public transit system within the city limits, urban growth boundaries and sphere of influence. The Planning Commission shall have the authorize to develop specific plan line maps, diagrams and reports for future streets, roads, boulevards, avenues, lanes, public utility easements, pedestrian walkway rights of way or easement and public transit corridors and lanes facilities.

(B) Plan Line maps shall identify and detail specific routes for public rights of way, public utility easements, pedestrian rights of way and or easements, bicycle rights of way and or easements and public transit corridors and lane facilities to preserve and protect lands that are subject to future development from encroaching, building and obstruction those routes for circulation and utility distribution to meet the goals, objectives, programs of the General Plan and the need for public health, safety and welfare to the citizens to San Juan Bautista.

(C) The Planning Commission shall conduct public hearings for the adoption of plan lines maps in accordance with provisions of the San Juan Bautista Municipal Code and the Government Code Sections 65090 and 65091. Notices to all property owners within 300 feet of the subject boundaries of the project shall be provide at least ten(10) day prior to the hearing.

(D) The Planning Commission, upon approval of the plan line maps, diagrams and or reports shall recommend to the City Council for adoptions and approval of the plan line maps. The plan line maps upon approved by the City Council shall be transmitted to the County of San Benito Recorders Office and recorded in the Book of Plan Line Maps.

PASSED AND ADOPTED by the Planning Commission of the City of San Juan Bautista on this 1st day of September 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Chairperson Ernest J. Franco

ATTEST:

_____

Trish Paetz, Deputy City Clerk

CITY OF SAN JUAN BAUTISTA
and
SAN JUAN BAUTISTA PUBLIC FINANCING AUTHORITY

JOINT MEETING AGENDA REPORT

TO: City Council / Authority Board

FROM: City Manager / Executive Director

AGENDA: October 20, 2015

SUBJECT: Proposed Series 2015 Enterprise Revenue Refunding Bonds

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SUBJECT / RESOLUTION TITLES

City Resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING THE FORM OF OFFICIAL STATEMENT RELATING TO THE ISSUANCE AND SALE OF SERIES 2015 ENTERPRISE REVENUE REFUNDING BONDS, ESTABLISHING CERTAIN RELATED POLICIES AND PROCEDURES, AND APPROVING CERTAIN OTHER MATTERS AND OFFICIAL ACTIONS RELATED THERETO

Authority Resolution:

A RESOLUTION OF THE GOVERNING BOARD OF THE SAN JUAN BAUTISTA PUBLIC FINANCING AUTHORITY APPROVING THE FORM OF OFFICIAL STATEMENT RELATING TO THE ISSUANCE AND SALE OF SERIES 2015 ENTERPRISE REVENUE REFUNDING BONDS, AND APPROVING CERTAIN OTHER MATTERS AND OFFICIAL ACTIONS RELATED THERETO

RECOMMENDATION

That each respective City Council and PFA Board approve and adopt its respective Resolution approving the form of Preliminary Official Statement and establishing certain policy and procedures in connection with the issuance of Series 2015 Enterprise Revenue Refunding Bonds (the "2015 Bonds").

BACKGROUND / DISCUSSION

On May 19, 2015 the City Council and the PFA Board each adopted a resolution authorizing the issuance of the 2015 Bonds and approving the form and authorizing execution of various related documents. The 2015 Bonds are being issued to (i) prepay the City's outstanding Series 2008 Water and Wastewater Revenue Certificates of Participation (the "2008 Bonds"), (ii) prepay the Pavex Loan, (iii) finance the construction of the water-softening pellet plant, (iv) fund a debt service reserve fund for the 2015 Bonds through the

purchase of a reserve surety bond, and (v) pay the costs of issuance incurred in connection with the issuance, sale and delivery of the 2015 Bonds.

One of the documents approved on May 19, 2015, called the Preliminary Official Statement ("POS"), serves as the prospectus providing interested bond investors certain information about the 2015 Bonds, the City, the Authority, the Water Enterprise and the Wastewater Enterprise. Since the time of form approval on May 19th, the City has concluded rate studies and corresponding rate increases for both the Water Enterprise and the Wastewater Enterprise. The POS has now been updated to include all requisite changes, and now needs to be re-approved (in its entirety) by both the City Council and the PFA Board. A copy of the POS is on file with the City Clerk's Office.

Rule 15c2-12 of the Securities and Exchange Act of 1934 (the "Rule 15c2-12") states that the POS must be "substantially complete" for it to be authorized to distribute to prospective purchasers of bonds. With the updated information, the POS meets the requirements of Rule 15c2-12. Following Council and PFA Board approval (as well as the rating process which takes about 3 weeks), the POS will be distributed by the underwriter to the public, and used to market the 2015 Bonds and ascertain best possible interest rates. This marketing period takes about 3-4 weeks. Based upon the best rates received and accepted, the City, Authority and underwriter all execute the Bond Purchase Contract (another one of the documents approved by the City Council and the PFA Board on May 19, 2015), setting forth the final interest rates, redemption provisions and other final pricing detail. All of the final pricing detail is then used to fill in the blanks of the POS, which then becomes the final Official Statement.

In addition to approval of the POS, the subject resolutions also adopt Continuing Disclosure Policy and Procedures as well as Post-Issuance Tax Compliance Policy and Procedures which are intended to (i) ensure that the all Continuing Disclosure under Rule15c2-12 is accurate, timely and in compliance with all applicable federal and state securities laws, (ii) ensure that use, expenditure and investment of bond proceeds (as well as equipment and property acquired and constructed with such proceeds) remains in compliance with federal tax rules arbitrage rules, and retention of records, and (iii) promote best practices regarding Continuing Disclosure and Tax Compliance. Ensuring a solid track record of Continuing Disclosure and Tax Compliance will be viewed favorably by bond investors, rating agencies, bond insurers and the public, and is therefore in the best interests of the City and Authority.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

ALTERNATIVES

1) Do not approve the Resolutions and corresponding Preliminary Official Statement, in connection with the issuance of the 2015 Bonds. If the Resolutions are not approved, the City and Authority would not move forward with the bond financing.

2) Do not approve the Resolutions and direct the City Manager to return with these documents at a later date.

ATTACHMENTS

City Resolution
Authority Resolution
Form of Preliminary Official Statement
Form of Continuing Disclosure Policy and Procedures (attachment to the City Resolution)
Form of Post-Issuance Tax Compliance Policy and Procedures (attachment to the City Resolution)

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING THE FORM OF OFFICIAL STATEMENT RELATING TO THE ISSUANCE AND SALE OF SERIES 2015 ENTERPRISE REVENUE REFUNDING BONDS, ESTABLISHING CERTAIN RELATED POLICIES AND PROCEDURES, AND APPROVING CERTAIN OTHER MATTERS AND OFFICIAL ACTIONS RELATED THERETO

WHEREAS, the City of San Juan Bautista (the "City") and the California Municipal Finance Authority have heretofore entered into a Joint Exercise of Powers Agreement, dated as of March 17, 2015, establishing the San Juan Bautista Public Financing Authority (the "Authority") for the purpose of, among other things, providing financing alternatives for public capital improvements within the City; and

WHEREAS, the City has heretofore provided for the issuance of its Series 2008 Water and Wastewater Revenue Certificates of Participation in the original amount of $11,145,000 (the "2008 Bonds"); and

WHEREAS, the City Council (the "Council") has heretofore expressed its desires to provide for the issuance of not greater than $12,500,000 aggregate principal amount of its San Juan Bautista Public Financing Authority, Series 2015 Enterprise Revenue Refunding Bonds (the "2015 Bonds"), the proceeds of which will be used to refund (the "Refunding") the City's remaining outstanding principal balance of 2008 Bonds, and to finance the cost of the acquisition and construction of certain new public improvements (collectively, the "Financing"); and

WHEREAS, on May 19, 2015 the City adopted a resolution authorizing the issuance of the 2015 Bonds and approving the form and authorizing execution of the various documents prepared in connection therewith; and

WHEREAS, the City, with the assistance of its disclosure counsel, The Weist Law Firm, has prepared a draft of the Official Statement for the 2015 Bonds (the "Official Statement"), which contains, among other things, information regarding the 2015 Bonds, the City, the Authority, the Water Enterprise and the Wastewater Enterprise, the preliminary form of which is on file with the City Clerk; and

WHEREAS, the City, with the aid of its staff, has reviewed the Official Statement and wishes at this time to approve the form thereof and its distribution to prospective purchasers of the 2015 Bonds; and

WHEREAS, there has been presented to this meeting proposed Continuing Disclosure Policy and Procedures (the "Continuing Disclosure Policy and Procedures"); and

WHEREAS, there has been presented to this meeting proposed Post Issuance Tax Compliance Policy and Procedures (the "Tax Compliance Policy and Procedures"); and

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

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Authorized Representatives. The Mayor, Mayor Pro Tem, City Manager, City Treasurer, City Clerk, and any other person authorized by the Council to act on behalf of the City shall each be an "Authorized Representative" of the City for the purposes of structuring and providing for the issuance of the 2015 Bonds, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the City, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the Refunding and sale of the 2015 Bonds, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Council has approved in this Resolution.

Section 3. Official Statement. The City hereby approves the preliminary Official Statement in substantially the form on file with the City Clerk. Distribution of the preliminary Official Statement by the City and Hilltop Securities Inc., as underwriter of the 2015 Bonds (the "Underwriter") is hereby approved, and, prior to the distribution of the preliminary Official Statement, each Authorized Representative, acting alone, are authorized and directed, on behalf of the City, to deem the preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The execution of the final Official Statement, which shall include such changes and additions thereto deemed advisable by the Authorized Representative executing the same, and such information permitted to be excluded from the preliminary Official Statement pursuant to the Rule, is hereby approved for delivery to the purchasers of the 2015 Bonds, and each Authorized Representative, acting alone, is authorized and directed to execute and deliver the final Official Statement for and on behalf of the City, to deliver to the Underwriter a certificate with respect to the information set forth therein and to deliver to the Underwriter a continuing disclosure undertaking substantially in the form appended to the final Official Statement.

Section 4. Continuing Disclosure Policy and Procedures. The form of the Continuing Disclosure Policy and Procedures attached hereto as Exhibit A (the "Continuing Disclosure Policy and Procedures") are hereby approved, and any Authorized Representative, on behalf of the City, is hereby authorized and directed to make such changes thereto as are necessary in order to conform the same to actual or recommended City practices, to correct typographical or grammatical errors, to cure ambiguities and inconsistencies, and to conform to applicable law as advised by bond counsel or the City Attorney, and to execute the final form of the Continuing Disclosure Policy and Procedures on behalf of the City, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such additions and changes.

Section 5. Post-Issuance Tax Compliance Policy and Procedures. The form of the Post-Issuance Tax Compliance Policy and Procedures attached hereto as Exhibit B (the "Post-Issuance Tax Compliance Policy and Procedures") are hereby approved, and any Authorized Representative, on behalf of the City, is hereby authorized and directed to make such changes thereto as are necessary in order to conform the same to actual or recommended City practices, to correct typographical or grammatical errors, to cure ambiguities and inconsistencies, and to conform to applicable law as advised by bond counsel or the City Attorney, and to execute the final form of the Post-Issuance Tax Compliance Policy and Procedures on behalf of the City, and the execution thereof by an Authorized Representative shall be conclusive evidence of the approval of any such additions and changes.

Section 6. Official Actions. All actions heretofore taken by the officers and agents of the City with respect to the issuance of the 2015 Bonds are hereby approved, confirmed and ratified. Each Authorized Representative and any and all other officers of the City are hereby authorized and directed, for and in the name and on behalf of the City, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they, or any of them, may deem necessary or advisable in furtherance of the intent of this Resolution.

Section 7. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the San Juan Bautista City Council held on the 20th day of October, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert Lund, Mayor

ATTEST:

_____
Connie Schobert, City Clerk

EXHIBIT A

FORM OF CONTINUING DISCLOSURE POLICY AND PROCEDURES

CITY OF SAN JUAN BAUTISTA

DATED: October 1, 2015

I. PURPOSE

These continuing disclosure policy and procedures ("Continuing Disclosure Procedures" or "Procedures") of the City of San Juan Bautista (the "City") are intended to (a) ensure that the City's Continuing Disclosure Documents (as defined below) are accurate and comply with all applicable federal and state securities laws, and (b) promote best practices regarding the preparation of the City's Continuing Disclosure Documents.

II. KEY PARTICIPANTS

A. Disclosure Practices Working Group

1. *Composition.* The Disclosure Practices Working Group (the "Disclosure Working Group") shall have general oversight over the entire continuing disclosure process. Membership in the Disclosure Working Group shall consist of the following:

(a) City Manager;

(b) the Treasurer;

(c) the Disclosure Consultant (if deemed necessary; as defined below);

(d) and any other individuals appointed by the City Manager.

The Disclosure Working Group shall consult with finance team members or other interested parties as the City Manager determines is advisable related to continuing disclosure issues and practices. All meetings of the Disclosure Working Group may be held telephonically.

The Disclosure Working Group is an internal working group of City staff and not a decision-making or advisory body subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.).

2. *Responsibilities.* The Disclosure Working Group is responsible for:

(a) reviewing and approving all continuing disclosure obligations as contained in City Official Statements before such documents are released;

(b) reviewing annually the City's status and compliance with continuing disclosure obligations including filings of Continuing Disclosure Documents and compliance with these Procedures, including timely dissemination of the annual report and event filings as described in Sections III B and C below;

(c) reviewing any items referred to the Disclosure Working Group;

(d) following up with others, including management of outside consultants assisting the City in the preparation and dissemination of Continuing Disclosure Documents to make sure that assigned tasks have been completed on a timely basis and making sure that the filings are made on a timely basis and are accurate;

(e) coordinating the timely provision of information to the Disclosure Consultant as needed to fulfill its responsibilities to the City;

(f) in anticipation of preparing Continuing Disclosure Documents, soliciting "material" information (as defined in Securities and Exchange Rule 10b-5) from City departments;

(g) maintaining records documenting the City's compliance with these Continuing Disclosure Procedures; and

(h) evaluating the effectiveness of these Continuing Disclosure Procedures and approving changes to these Continuing Disclosure Procedures.

"Continuing Disclosure Documents" means (a) annual continuing disclosure reports filed with the MSRB, and (c) event notices and any other filings with the MSRB.

"Official Statements" means preliminary and final official statements, private placement memoranda and remarketing memoranda relating to the City's securities, together with any supplements, for which a continuing disclosure obligation is required.

C. **Disclosure Consultant (if deemed necessary)**

1. *Appointment.* The City Manager shall hire the Disclosure Consultant (if deemed necessary) in consultation with the Disclosure Working Group and the approval of the City Council. The Disclosure Consultant shall have significant expertise and experience related to on-going disclosure requirements for municipal securities.

2. *Responsibilities.* The Disclosure Consultant is responsible for:

(a) communicating to the Disclosure Working Group its information needs, reviewing Continuing Disclosure Documents and other relevant information, consulting with appropriate City staff or interested parties needed to confirm that the City is meeting its continuing disclosure obligations;

(b) providing an annual report to the Disclosure Working Group regarding the City's compliance with its ongoing continuing disclosure obligations; and

(c) from time to time, making recommendations to the Disclosure Working Group regarding ways the City may improve these Procedures and methods of meeting its continuing disclosure obligations.

III. CONTINUING DISCLOSURE FILINGS

A. Overview of Continuing Disclosure Filings

Under the continuing disclosure undertakings it has entered into in connection with its debt offerings, the City is required to file annual reports with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") system in accordance with such agreements in each year. Such annual reports are required to include certain updated financial and operating information (or may refer to a publicly-available document), which varies among the different obligations issued by the City, and the City's audited financial statements.

The City is also required under the continuing disclosure undertakings to file notices of certain events with EMMA.

B. Annual Reports

The Disclosure Coordinator shall ensure that the preparation of the City's annual reports shall commence as required under each specific continuing disclosure obligation. Before any annual report is submitted to EMMA, the Disclosure Coordinator shall confer with the Disclosure Working Group as needed regarding the content and accuracy of any annual report. Prior to each filing, the Disclosure Coordinator will review each report with the Disclosure Consultant, and the Disclosure Consultant will confirm in writing (which may be by email) that such report appears to comply with the requirements of the applicable continuing disclosure undertaking.

C. Event Filings

Each member of the Disclosure Working Group shall notify the other members of the Disclosure Working Group if he or she becomes aware of any of the material events listed in any of the City's continuing disclosure undertakings. The Disclosure Working Group may meet to discuss the event and to determine, in consultation with Disclosure Counsel and the Disclosure Consultant to the extent determined by the Disclosure Coordinator, whether a filing is required or is otherwise desirable.

IV. DOCUMENTS TO BE RETAINED

The City Manager shall be responsible for retaining records demonstrating compliance with these Continuing Disclosure Procedures. The City Manager shall retain or cause to be retained an electronic or paper file ("Deal File") for each continuing disclosure annual report that the City completes. Each Deal File shall include final versions of Continuing Disclosure Documents; written confirmations, certifications, letters and legal opinions described herein; copies of these Continuing Disclosure Procedures and a list of individuals to whom they have been distributed and the dates of such distributions; and a written record of the dates of meetings of the Disclosure Working Group. The Deal File shall be maintained in a central depository for a period of five years from the later of the date of delivery of the securities referenced in the Continuing Disclosure Document, or the date the Continuing Disclosure Document is published, posted, or otherwise made publicly available, as applicable.

V. EDUCATION

The City Manager shall ensure that the Disclosure Working Group members are properly trained to understand and perform their responsibilities. Such training may include training sessions conducted by consultants with expertise in municipal securities disclosure or by the Disclosure Consultant, or other appropriate method identified by the City Manager.

VI. AMENDMENTS

Any provision of these Continuing Disclosure Procedures may be waived or amended at any time by written confirmation of the members of the Disclosure Working Group.

EXHIBIT B

FORM OF POST-ISSUANCE TAX COMPLIANCE POLICY AND PROCEDURES

CITY OF SAN JUAN BAUTISTA

DATED: October 1, 2015

I. PURPOSE

Use of tax-exempt bond proceeds must comply with Federal tax rules pertaining to the expenditure of proceeds, use of bond financed property, investment of proceeds in compliance with arbitrage rules, and retention of records. The policy of the City of San Juan Bautista (the "City") for monitoring compliance of its bond issues with these rules is as follows:

The City will comply with the following procedures:

II. PROCEDURES

1. Expenditure of Proceeds

The City Manager of the City shall have the responsibility for allocating bond proceeds to particular investments, expenditures, and assets. The City Manager of the City may delegate this responsibility, but shall retain the primary responsibility for insuring that the following procedures are followed.

a) **Proceeds of a bond issue must be identified**. The City Manager shall refer to the Tax Certificate and to bond counsel for help in identifying the amount of the proceeds of the bonds and for identification of funds holding bond proceeds.

b) **Investments of bond proceeds must be tracked**. The City Manager shall ensure that all investments of bond proceeds are recorded, including identification of the investment, the purchase price of the investment, the date of the investment, the date of any receipts from the investment, and the date of repayment or sale of the investment. Earnings from investments of bond proceeds will be treated as additional bond proceeds and similarly tracked.

c) **Proceeds must be tracked until they are allocated to expenditures**. Proceeds may be allocated to a capital expenditure by direct tracing or by another other reasonable method (such as treating an expenditure made from another source as having been made from bond proceeds if that source is reimbursed from bond proceeds).

i. If the City uses direct tracing of bond proceeds, the City Manager shall establish the form and procedure for preparation and review of requisitions of bond proceeds. Requisitions must identify the financed property in conformity with the Tax Certificate, including certifications as to the character and average economic life of the bond-financed property.

ii. If the City uses bond proceeds to reimburse costs that were paid prior to the issuance of the bonds, the City Manager shall document the use of bond proceeds to make such reimbursements and will only allow such reimbursements to the extent permitted in the Tax Certificate.

iii. If the City uses any other method for allocating bond proceeds to expenditures, the City Manager shall prepare at least annually until all proceeds have been spent a written allocation of bond proceeds to expenditures, including the dates and amounts of such expenditures. The City Manager shall only allocate bond proceeds to expenditures if there is a reasonably concurrent actual outlay of cash by the City to a third party.

iv. The City Manager shall prepare a written "final allocation" of bond proceeds to expenditures no later than the earlier of 18 months after the in-service date of the financed property and the fifth anniversary date of the issue of the bonds. If not all bond proceeds are allocated to expenditures by that date, allocations thereafter may only be made using a tracing method.

d) The City Manager shall compare the allocation of proceeds to expenditures of proceeds to the tax certificate expectation to spend or commit 5% of net sale proceeds within 6 months, to spend 85% of net sale proceeds within 3 years, and to proceed with due diligence to complete the project and fully spend the net sale proceeds. In the event that those expectations are not met, the City Manager shall consult with bond counsel to determine whether further action is necessary. Similarly, the City Manager shall compare to the allocation of proceeds to expenditures to the timetables set forth for the arbitrage rebate exceptions described in the tax certificate.

e) As proceeds are allocated to expenditures for capital assets, the City Manager shall prepare and maintain a schedule of all capital assets treated as financed with the bonds. The City Manager shall maintain a separate schedule for each bond issue. If only a portion of a capital asset is treated as financed with a particular bond issue, the City Manager shall consult with bond counsel as to how to document the particular allocation.

2. Use of Bond-Financed Property

The City Manager of the City shall have the responsibility of periodically reviewing the continued ownership and use of all assets financed by the bond issue. The City Manager of the City may delegate this responsibility, but shall retain the primary responsibility for insuring that the following procedures are followed.

a) At least annually, the City Manager shall conduct a review of the assets financed with the proceeds of the bonds in accordance with the schedule prepared under 1(e) above.

i. The City Manager shall contact the appropriate officers or employees of the City to determine whether the assets continue to be owned by the City. Ownership of bond financed facilities by entities other than governmental entities can give rise to tax issues.

ii. The City Manager shall contact the appropriate officers or employees of the City to determine whether the assets are used only by the City or by some other entities. Use of assets by any entities other than another governmental entity can give rise to tax issues. Use may arise through ownership, lease, management contract, sponsored research, purchase of output, or other arrangements that give rise to priority rights in bond-financed assets. Use as a member of the general public (such as through short-term rentals or use under a rate-scale arrangement) will not be treated as private use.

b) If the City Manager learns of sale of assets or private use of bond financed assets, he or she shall consult with bond counsel concerning appropriate remedies, including remedial action or voluntary compliance agreements with the IRS.

c) Ideally, the City Manager will try to learn in advance of any proposed sale, lease, or other use by a private entity of bond financed assets and will consult with bond counsel concerning appropriate remedial action or other action.

3. Investments

Investment of bond proceeds in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the City Manager.

a) Guaranteed investment contracts ("GIC") will be purchased only using the three-bid "safe harbor" of applicable Treasury regulations, in compliance with fee limitations on GIC brokers in the regulations. Any exceptions to this rule must be discussed with the bond counsel.

b) Other investments will be purchased only in market transactions.

c) Calculations of rebate liability will be performed [annually] by [outside consultants].

d) Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the City.

e) The City Manager shall identify date for first rebate payment at time of issuance, in conjunction with bond counsel, and enter that date in the records for the issue.

4. Records

Management and retention of records related to tax exempt bond issues will be supervised by the City Manager.

a) The City Manager shall retain records relating to investment, expenditures, and use of bond financed facilities for the life of the bonds plus any refunding bonds plus three years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

i. Retainable records pertaining to bond issuance include transcript of documents executed in connection with the issuance of the bonds and any amendments, and copies of rebate calculations and records of payments including Forms 8038-T.

ii. Retainable records pertaining to expenditures of bond proceeds include requisitions, trustee statements and final allocation of proceeds.

iii. Retainable records pertaining to use of property include all agreements reviewed for nonexempt use and any reviewed documents relating to unrelated business activity.

iv. Retainable records pertaining to investments include GIC documents under the Treasury regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

v. Retainable records pertaining to any credit enhancement of the bonds during the entire term of the bonds, including bond insurance contracts, letters of credit and standby purchase agreements.

vi. Retainable records pertaining to interest rate swaps, interest rate caps and other hedging contracts, including any ISDA agreements, fairness opinions, termination agreements and records of termination payments.

III. COMPLIANCE UNDER TAX CERTIFICATE

The City Manager shall also periodically, and at least annually, review and monitor comply with all provisions of the related Tax Certificate so long as the bonds are outstanding and will consult with bond counsel to take timely remedial actions under section 1.141-12 of the Treasury Regulations (or other remedial actions authorized by the Commissioner of the IRS under Section 1.141-12(h) of the Regulations) to prevent from being considered "deliberate actions" any actions of the City which cause the conditions of the private business tests or the private loan financing test to be met resulting in private activity bonds.

IV. TRAINING

The City Manager and any persons to who the City Manager specifically delegates any of the duties in these procedures will consult with bond or tax counsel at the time a new issue of bonds is issued to determine what further training may be needed to comply with these procedures. In addition, the City Manager shall also periodically, and at least annually, consult with bond or tax counsel to determine whether additional training is needed.

V. OVERALL RESPONSIBILITY

Overall administration and coordination of this policy is the responsibility of the City Manager of the City.

City of San Juan Bautista Series 2015 Revenue Refunding Bonds

Time & Responsibility Schedule
(July 29, 2015)

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Council meetings are held the 3rd Tuesday's of each month.

DATE	ACTIVITY	RESPONSIBLE PARTY
Jul 21	Council Approves Rate Study in Concept	I/BC
Aug 18	Council Approves New Water and Wastewater Rates	I
Sep 10	Circulate New Draft of Official Statement	ALL
Sep 15	Prop. 218 Hearing, Adoption of New Rates, Approval of Updated POS	I
Sep 16	Submit Rating Application	FA/PA
Week of Sep 21	Rating Agency Call	ALL
Sep 25	Receive Rating	ALL
Sep 30	Receive Insurance Bids	ALL
Oct 10	Post POS	ALL
Oct 14	Pre Pricing Call	I, UW, FA
Oct 15	Expiration of Prop 218 Thirty Day Appeal Period, Price Bonds	ALL
Oct 23	Close	ALL
Oct 29	Trustee sends call notice for bonds	T
Dec 1	Bond Redemption	

Parties to the Financing:

I	:	City of San Juan Bautista (Issuer)
FA	:	C.M. de Crinis & Co., Inc. (Financial Advisor)
BC	:	Weist Law Firm (Bond Counsel)
DC	:	Weist Law Firm (Disclosure Council)
T	:	Wells Fargo (Trustee)
U	:	Southwest Securities (Underwriter)

Item #6B
City Council Meeting
October 20, 2015

COUNTY OF SAN BENITO

ADMINISTRATIVE OFFICE

481 Fourth Street • Hollister, CA 95023
Phone: 831-636-4000 • Fax: 831-636-4010
www.cosb.us

Ray Espinosa, **County Administrative Officer**
Melinda Casillas, Management Analyst III
Sara Fontanos, Management Analyst III
Dina Bies, Executive Secretary to CAO/Safety Coordinator

August 5, 2015

RECEIVED AUG 10 2015

TO: BOARD OF SUPERVISORS, SAN BENITO COUNTY
CITY COUNCIL, CITY OF HOLLISTER
CITY COUNCIL, CITY OF SAN JUAN BAUTISTA

FROM: Sara Fontanos, Management Analyst

SUBJECT: Annual Rate Adjustment Notification- Recology San Benito County (formerly Norcal Waste Systems of San Benito County)

In accordance with the contract among the three agencies that was extended through June 30, 2018:

Section 13.03(C) Preconditions: No adjustment to the Contractor Service fee component fee will be effective until notice thereof has been provided to the governing body of the RA member. The Contractor Service Fee component will be adjusted only if there are no uncured:
(1) Breaches, or
(2) Defaults.

In accordance with the terms and conditions of the contract between San Benito County, the City of Hollister, the City of San Juan Bautista, and Recology, each San Benito County Integrated Waste Management Regional Agency member is hereby notified of the annual rate adjustment for each jurisdiction.

Recology San Benito County is in compliance with all terms and conditions of its contract for the contract year and are therefore entitled to the adjustment as outlined below. The Department of Labor Statistics indices were applied in concern with the contract terms. The index calculation (attached) yielded a 1.94 percent increase in the customer rates for the 2015/2016 contract year.

The revised rates for both residential and commercial customers are attached for your information. A summary sheet on the residential rates is provided for your convenience.

Recology San Benito County will provide 30-day advanced written notice to all Customers prior to implementation of any change in rates.

A summary table has been provided to better understand the residential rate increases and how they will impact residential Customers:

San Benito County	New Monthly	Increase	Increase	Total
Service level	2015 Fee	service fee	Landfill fee	Increase
20-gallon cart EOW	$15.40	$0.25	$0.05	$0.30
20-gallon cart	$16.85	$0.25	$0.10	$0.35
32 gallon cart	$19.64	$0.30	$0.12	$0.41
64-gallon cart	$34.86	$0.52	$0.23	$0.75
96-gallon cart	$51.98	$0.78	$0.35	$1.13

City of San Juan Bautista	New Monthly	Increase	Increase	Total
Service level	2015 Fee	service fee	Landfill fee	Increase
20-gallon cart EOW	$15.50	$0.24	$0.05	$0.29
20-gallon cart	$17.03	$0.24	$0.11	$0.35
32 gallon cart	$19.65	$0.28	$0.11	$0.39
64-gallon cart	$37.51	$0.54	$0.23	$0.77
96-gallon cart	$55.35	$0.79	$0.34	$1.13

City of Hollister	New Monthly	Increase	Increase	Total
Service level	2015 Fee	service fee	Landfill fee	Increase
20-gallon cart EOW	$14.71	$0.23	$0.05	$0.28
20-gallon cart	$16.25	$0.23	$0.11	$0.34
32 gallon cart	$18.87	$0.27	$0.11	$0.38
64-gallon cart	$36.85	$0.52	$0.23	$0.75
96-gallon cart	$54.84	$0.77	$0.34	$1.11

County staff has tentatively scheduled to report to the City of Hollister and San Juan Bautista on September 7th and 17th; and to the Board of Supervisors at the first or second meeting in September.

Respectfully,

Sara Fontanos

Attachments

Databases, Tables & Calculators by Subject

Change Output Options: From 2011 To 2014 GO

include graphs include annual averages More Formatting Options

Data extracted on: March 4, 2015 (12:42:43 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA422SA0
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011		229.981		234.121		233.646		234.608		235.331		234.327	233.390	232.082	234.698
2012		236.880		238.985		239.806		241.170		242.834		239.539	239.650	238.099	241.201
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463

Databases, Tables & Calculators by Subject

Change Output Options: From 2011 To 2014

Include graphs Include annual averages

More Formatting Options

Data extracted on: March 4, 2015 (12:47:09 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA422SETB
Not Seasonally Adjusted
Area: San Francisco-Oakland-San Jose, CA
Item: Motor fuel
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	254.643	264.552	297.753	317.686	314.626	295.113	288.352	285.106	295.484	290.739	286.068	271.286	288.451	290.729	286.173
2012	280.517	302.724	327.962	317.962	325.378	301.192	285.891	310.778	316.030	336.090	288.389	268.569	305.124	309.289	300.958
2013	274.605	306.602	309.846	300.682	306.012	303.270	301.401	291.569	299.931	284.084	273.022	270.990	293.501	300.170	286.833
2014	273.919	279.844	297.341	313.061	315.401	312.578	308.499	297.489	287.115	268.189	242.194	216.165	284.316	298.691	269.942

RECOLOGY SAN BENITO COUNTY
CITY OF HOLLISTER
RATE ADJUSTMENT
EFFECTIVE JULY 1, 2015

SERVICE FEE ADJUSTMENT

Formula outlined in Article 13, Section 13.03

$$\frac{X(I) - X(I\text{-}2)}{X(I\text{-}2)}$$

Consumer Price Index Values

X (I) = Annual 2014 = 251.985
X (I-2) = Annual 2013 = 245.023

$$CPI = \frac{251.985 - 245.023}{245.023}$$

CPI = 2.84%

85% Adjustment **2.41%**

Motor Fuel Index Values

X (I) = Annual 2014 = 284.316
X (I-2) = Annual 2013 = 293.501

$$MFI = \frac{284.316 - 293.501}{293.501}$$

MFI = -3.13%

15% Adjustment **-0.47%**

Total Combined Service Fee Adjustment: 1.94%

DISPOSAL FEE ADJUSTMENT

Disposal tipping fee July 1, 2014	43.00
Disposal tipping fee July 1, 2015	44.75
Percent Change	**4.07%**

GREENWASTE FEE ADJUSTMENT

Disposal tipping fee July 1, 2014	26.00
Disposal tipping fee July 1, 2015	26.00
Percent Change	**0.00%**

City of Hollister

CART CUSTOMER RATE SCHEDULE

Monthly Fee Schedule Adjustment

Franchise Service Description for combined refuse, recycling and yard waste collection service: (1)	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	AB 939 Fee 6%	Variable Rate	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change in Rate				
20-gallon refuse cart EOW (1)(3)	$11.64	$1.33	$11.87	$1.38	$0.66	$0.80	N/A	$14.71	$14.40	2.15%	14.71	$0.23	$0.05	$0.28
20-gallon refuse cart (1)	$11.64	$2.66	$11.87	$2.77	$0.73	$0.86	N/A	$16.25	$15.88	2.33%	16.25	$0.23	$0.11	$0.34
32 or 35 gallon refuse cart (2)	$13.62	$2.80	$14.09	$2.91	$0.85	$1.02	0	$18.87	$18.45	2.28%	18.87	$0.27	$0.11	$0.38
64-gallon refuse cart (2)	$26.86	$5.59	$27.38	$5.82	$1.66	$1.99	0	$36.85	$36.02	2.30%	36.85	$0.52	$0.23	$0.75
96-gallon refuse cart (2)	$39.91	$8.38	$40.68	$8.73	$2.47	$2.96	0	$54.84	$53.62	2.28%	54.84	$0.77	$0.34	$1.11
Yard waste only service	$5.23	$2.54	$5.33	$2.54	$0.39	$0.47	N/A	$8.73	$8.63	1.16%				

(1) Approximate container volume, volumes may vary slightly dependent on manufacturer and lid configuration
Includes 20-gallon recycling cart
(2) Includes 64-gallon Recycling cart with service
(3) EOW-Every other Week

City of Hollister
CART CUSTOMER SPECIAL SERVICES RATE SCHEDULE
Schedule 2

Unit Prices

Franchise Services Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	AB 939 Fee 6%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
Difficult to service charge (1)	n/a	n/a	n/a	n/a	-	-	-	-	
Enclosure or lock charge at curb (2)	8.70	n/a	8.87	n/a	0.44	0.53	9.84	9.66	1.86%
Long walk charge (3)	17.40	n/a	17.74	n/a	0.89	1.06	19.69	19.31	1.97%
Additional carts: 64 gallon yard waste cart	4.06	n/a	4.14	n/a	0.21	0.25	4.60	4.50	2.22%
(4) 64 gallon recycle cart	4.06	n/a	4.14	n/a	0.21	0.25	4.60	4.50	2.22%
Bulky goods pickup ($ per collection) (5)									
Recyclable Item	34.82	n/a	35.50	n/a	1.78	2.13	39.41	38.65	1.97%
Non-recyclable Item	46.43	5.59	47.33	5.82	2.66	2.84	58.65	57.41	2.16%
Extra refuse pickup ($ per can/bag) (6)	5.79	2.80	5.90	2.91	0.44	0.35	9.60	9.37	2.45%
Saturday Collection Surcharge (7)	n/a	n/a	n/a	n/a	-	-	-	-	
Non-Scheduled Collection (8)	17.40	n/a	17.74	n/a	0.89	1.06	19.69	19.31	1.97%
Cart Exchange (9)	11.61	n/a	11.84	n/a	0.59	0.71	13.14	12.89	1.94%
Small Vehicle Service on Private Roads & Driveways over 100 feet from Road (10)	29.01	n/a	29.57	n/a	1.48	1.77	32.82	32.20	1.93%
Cart Replacement Fee (11)	69.63	n/a	70.98	n/a	3.55	4.26	78.79	77.29	1.94%

(1) Maximum charge allowed for any combination of service conditions relating to enclosures, locks, long walks, etc.

(2) Enclosure charges are allowed when collection requires removing a Cart from an enclosure and replacing it when emptied. Lock charges are allowed when Cart access requires the driver to carry a key and unlock a lock to empty the cart. Lock charges do not apply if a customer's lock is left in the unlocked position.

(3) Long walk charges are allowed when a Cart is placed further than 10 feet from the defined edge of the road used by the collection vehicle.

(4) This fee is for the monthly cost of the cart rental only, not for collection. Cart customer receives unlimited collection of yard waste and recycling at no additional cost.
(5) Fee applies to Cart Customers and other residents in Franchise Zone.
(6) Fee applies to each set out of an additional bag or 32 or 35 gallon can equivalent on the scheduled collection day.
(7) Surcharge shall be added to Cart Customers requesting regular scheduled service on Saturdays.
(8) Fee applies to collection of a missed pick-up scheduled on a day other than the Cart Customer's regular collection day.
(9) Cart exchange fee only applies if more than one exchange of cart(s) is requested per billing period.
(10) Surcharge applies to Total Monthly Customer Rates for Schedules 1 and 2.
(11) Replacement of Carts due to customer negligence or repetitive losses.

City of Hollister

BIN CUSTOMER RATE SCHEDULE

Monthly Fee Schedules

Refuse Bin Service Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	AB 939 Fee 6%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change in Rate
1 Yard - 1 x week	74.02	15.37	75.46	16.00	4.57	5.49	101.52	99.22	2.32%
1.5 Yard - 1 x week	n/a		n/a						
2 Yard - 1 x week	82.61	30.75	84.21	32.00	5.81	6.97	128.99	125.83	2.51%
3 Yard - 1 x week	116.69	46.12	118.95	48.00	8.35	10.02	185.32	180.72	2.55%
4 Yard - 1 x week	157.99	61.49	161.06	63.99	11.25	13.50	249.80	243.62	2.54%
6 Yard - 1 x week	226.23	92.24	230.62	95.99	16.33	19.60	362.54	353.50	2.56%
8 Yard - 1 x week	265.47	122.98	270.62	127.99	19.93	23.92	442.46	431.18	2.62%
1 Yard - 2 x week	148.06	30.75	150.93	32.00	9.15	10.98	203.06	198.48	2.31%
1.5 Yard - 2 x week	n/a		n/a						
2 Yard - 2 x week	165.20	61.49	168.40	63.99	11.62	13.94	257.95	251.62	2.52%
3 Yard - 2 x week	233.41	92.24	237.94	95.99	16.70	20.04	370.67	361.47	2.55%
4 Yard - 2 x week	316.01	122.98	322.14	127.99	22.51	27.01	499.65	487.28	2.54%
6 Yard - 2 x week	452.46	184.47	461.24	191.98	32.66	39.19	725.07	707.00	2.56%
8 Yard - 2 x week	530.98	245.96	541.28	255.97	39.86	47.84	884.95	862.41	2.61%
1 Yard - 3 x week	222.07	46.12	226.38	48.00	13.72	16.46	304.56	297.69	2.31%
1.5 Yard - 3 x week	n/a		n/a						
2 Yard - 3 x week	247.82	92.24	252.63	95.99	17.43	20.92	386.97	377.46	2.52%
3 Yard - 3 x week	350.11	138.35	356.90	143.98	25.04	30.05	555.97	542.19	2.54%
4 Yard - 3 x week	474.04	184.47	483.24	191.98	33.76	40.51	749.49	730.95	2.54%
6 Yard - 3 x week	678.66	276.71	691.83	287.97	48.99	58.79	1,087.58	1,060.46	2.56%
8 Yard - 3 x week	796.46	368.94	811.91	383.96	59.79	71.75	1,327.41	1,293.59	2.61%
1 Yard - 4 x week	296.08	61.49	301.82	63.99	18.29	21.95	406.05	396.90	2.31%
1.5 Yard - 4 x week	n/a		n/a						
2 Yard - 4 x week	330.41	122.98	336.82	127.99	23.24	27.89	515.94	503.26	2.52%
3 Yard - 4 x week	466.86	184.47	475.92	191.98	33.40	40.07	741.37	722.98	2.54%
4 Yard - 4 x week	632.04	245.96	644.30	255.97	45.01	54.02	999.30	974.58	2.54%
6 Yard - 4 x week	904.90	368.94	922.46	383.96	65.32	78.39	1,450.13	1,413.96	2.56%
8 Yard - 4 x week	1,061.97	491.92	1,082.57	511.94	79.73	95.67	1,769.91	1,724.81	2.61%
1 Yard - 5 x week	370.11	76.86	377.29	79.99	22.86	27.44	507.58	496.14	2.31%
1.5 Yard - 5 x week	n/a		n/a						
2 Yard - 5 x week	412.98	153.73	420.99	159.99	29.05	34.86	644.89	629.05	2.52%
3 Yard - 5 x week	583.54	230.59	594.86	239.97	41.74	50.09	926.66	903.69	2.54%
4 Yard - 5 x week	790.04	307.45	805.37	319.96	56.27	67.52	1,249.12	1,218.21	2.54%
6 Yard - 5 x week	1,131.12	461.18	1,153.06	479.95	81.65	97.98	1,812.64	1,767.46	2.56%
8 Yard - 5 x week	1,149.66	614.90	1,171.96	639.93	90.59	108.71	2,011.19	1,958.66	2.68%
1 Yard - 6 x week	504.93	92.24	514.73	95.99	30.54	36.64	677.90	662.86	2.27%
1.5 Yard - 6 x week	n/a		n/a						
2 Yard - 6 x week	539.67	184.47	550.14	191.98	37.11	44.53	823.76	803.80	2.48%
3 Yard - 6 x week	775.92	276.71	790.97	287.97	53.95	64.74	1,197.63	1,168.42	2.50%
4 Yard - 6 x week	1,079.37	368.94	1,100.31	383.96	74.21	89.06	1,647.54	1,607.63	2.48%
6 Yard - 6 x week	1,283.19	553.41	1,308.08	575.93	94.20	113.04	2,091.25	2,038.63	2.58%

City of Hollister

CART CUSTOMER SPECIAL SERVICES RATE SCHEDULE

Schedule 2

Unit Prices

Franchise Services Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	AB 939 Fee 6%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
Difficult to service charge (1)	n/a	n/a	n/a	n/a	-	-	-	-	
Enclosure or lock charge at curb (2)	8.70	n/a	8.87	n/a	0.44	0.53	9.84	9.66	1.86%
Long walk charge (3)	17.40	n/a	17.74	n/a	0.89	1.06	19.69	19.31	1.97%
Additional carts: 64 gallon yard waste cart	4.06	n/a	4.14	n/a	0.21	0.25	4.60	4.50	2.22%
(4) 64 gallon recycle cart	4.06	n/a	4.14	n/a	0.21	0.25	4.60	4.50	2.22%
Bulky goods pickup ($ per collection) (5)									
Recyclable Item	34.82	n/a	35.50	n/a	1.78	2.13	39.41	38.65	1.97%
Non-recyclable Item	46.43	5.59	47.33	5.82	2.66	2.84	58.65	57.41	2.16%
Extra refuse pickup ($ per can/bag) (6)	5.79	2.80	5.90	2.91	0.44	0.35	9.60	9.37	2.45%
Saturday Collection Surcharge (7)	n/a	n/a	n/a	n/a	-	-	-	-	
Non-Scheduled Collection (8)	17.40	n/a	17.74	n/a	0.89	1.06	19.69	19.31	1.97%
Cart Exchange (9)	11.61	n/a	11.84	n/a	0.59	0.71	13.14	12.89	1.94%
Small Vehicle Service on Private Roads & Driveways over 100 feet from Road (10)	29.01	n/a	29.57	n/a	1.48	1.77	32.82	32.20	1.93%
Cart Replacement Fee (11)	69.63	n/a	70.98	n/a	3.55	4.26	78.79	77.29	1.94%

(1) Maximum charge allowed for any combination of service conditions relating to enclosures, locks, long walks, etc.

(2) Enclosure charges are allowed when collection requires removing a Cart from an enclosure and replacing it when emptied. Lock charges are allowed when Cart access requires the driver to carry a key and unlock a lock to empty the cart. Lock charges do not apply if a customer's lock is left in the unlocked position.

(3) Long walk charges are allowed when a Cart is placed further than 10 feet from the defined edge of the road used by the collection vehicle.

(4) This fee is for the monthly cost of the cart rental only, not for collection. Cart customer receives unlimited collection of yard waste and recycling at no additional cost.

(5) Fee applies to Cart Customers and other residents in Franchise Zone.

(6) Fee applies to each set out of an additional bag or 32 or 35 gallon can equivalent on the scheduled collection day.

(7) Surcharge shall be added to Cart Customers requesting regular scheduled service on Saturdays

(8) Fee applies to collection of a missed pick-up scheduled on a day other than the Cart Customer's regular collection day

(9) Cart exchange fee only applies if more than one exchange of cart(s) is requested per billing period.

(10) Surcharge applies to Total Monthly Customer Rates for Schedules 1 and 2.

(11) Replacement of Carts due to customer negligence or repetitive losses.

City of Hollister

COMPACTOR BIN CUSTOMER RATE SCHEDULE

Monthly Fee Schedules

Compacted Refuse Bin Service Description (1)	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	AB 939 Fee 6%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
1 Yard - 1 x week	74.02	61.49	75.46	63.99	6.97	8.37	154.79	150.42	2.91%
2 Yard - 1 x week	82.61	122.98	84.21	127.99	10.61	12.73	235.54	228.21	3.21%
3 Yard - 1 x week	116.69	184.47	118.95	191.98	15.55	18.66	345.14	334.29	3.25%
4 Yard - 1 x week	157.99	245.96	161.06	255.97	20.85	25.02	462.90	448.39	3.24%
6 Yard - 1 x week	226.23	368.94	230.62	383.96	30.73	36.87	682.18	660.64	3.26%
1 Yard - 2 x week	148.06	122.98	150.93	127.99	13.95	16.74	309.61	300.85	2.91%
2 Yard - 2 x week	165.20	245.96	168.40	255.97	21.22	25.46	471.05	456.39	3.21%
3 Yard - 2 x week	233.41	368.94	237.94	383.96	31.10	37.31	690.31	668.61	3.25%
4 Yard - 2 x week	316.01	491.92	322.14	511.94	41.70	50.04	925.82	896.81	3.23%
6 Yard - 2 x week	452.46	737.88	461.24	767.91	61.46	73.75	1,364.36	1,321.28	3.26%
1 Yard - 3 x week	222.07	184.47	226.38	191.98	20.92	25.10	464.38	451.26	2.91%
2 Yard - 3 x week	247.82	368.94	252.63	383.96	31.83	38.20	706.62	684.61	3.21%
3 Yard - 3 x week	350.11	553.41	356.90	575.93	46.64	55.97	1,035.44	1,002.91	3.24%
4 Yard - 3 x week	474.04	737.88	483.24	767.91	62.56	75.07	1,388.78	1,345.24	3.24%
6 Yard - 3 x week	678.66	1,106.82	691.83	1,151.87	92.19	110.62	2,046.51	1,981.88	3.26%
1 Yard - 4 x week	296.08	245.96	301.82	255.97	27.89	33.47	619.15	601.66	2.91%
2 Yard - 4 x week	330.41	491.92	336.82	511.94	42.44	50.93	942.13	912.79	3.21%
3 Yard - 4 x week	466.86	737.88	475.92	767.91	62.19	74.63	1,380.65	1,337.26	3.24%
4 Yard - 4 x week	632.04	983.84	644.30	1,023.88	83.41	100.09	1,851.68	1,793.62	3.24%
6 Yard - 4 x week	904.90	1,475.76	922.46	1,535.82	122.91	147.50	2,728.69	2,642.53	3.26%
1 Yard - 5 x week	370.11	307.45	377.29	319.96	34.86	41.84	773.95	752.09	2.91%
2 Yard - 5 x week	412.98	614.90	420.99	639.93	53.05	63.66	1,177.63	1,140.94	3.22%
3 Yard - 5 x week	583.54	922.35	594.86	959.89	77.74	93.29	1,725.78	1,671.53	3.25%
4 Yard - 5 x week	790.04	1,229.80	805.37	1,279.85	104.26	125.11	2,314.59	2,242.02	3.24%
6 Yard - 5 x week	1,131.12	1,844.70	1,153.06	1,919.78	153.64	184.37	3,410.85	3,303.16	3.26%
1 Yard - 6 x week	504.93	368.94	514.73	383.96	44.93	53.92	997.54	969.99	2.84%
2 Yard - 6 x week	539.67	737.88	550.14	767.91	65.90	79.08	1,463.03	1,418.08	3.17%
3 Yard - 6 x week	775.92	1,106.82	790.97	1,151.87	97.14	116.57	2,156.55	2,089.84	3.19%
4 Yard - 6 x week	1,079.37	1,475.76	1,100.31	1,535.82	131.81	158.17	2,926.11	2,836.20	3.17%
6 Yard - 6 x week	1,283.19	2,213.64	1,308.08	2,303.73	180.59	216.71	4,009.11	3,881.48	3.29%

City of Hollister

BIN/COMPACTOR CUSTOMER EXTRA SERVICES FEE SCHEDULE

Schedule 6

Unit Prices

Service Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	AB 939 Fee 6%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
Additional pickup:									
1-yard bin	23.73	3.84	24.19	4.00	1.41	1.69	31.29	30.60	2.25%
1.5 yard bin	n/a		n/a						
2-yard bin	25.88	7.69	26.38	8.00	1.72	2.06	38.16	37.26	2.42%
3-yard bin	34.40	11.53	35.07	12.00	2.35	2.82	52.24	50.99	2.45%
4-yard bin	44.73	15.37	45.60	16.00	3.08	3.70	68.38	66.72	2.49%
6-yard bin	61.78	23.06	62.98	24.00	4.35	5.22	96.55	94.17	2.53%
8-yard bin	71.60	30.75	72.99	32.00	5.25	6.30	116.54	113.61	2.58%
1-yard compactor bin	23.73	15.37	24.19	16.00	2.01	2.41	44.61	43.41	2.76%
2-yard compactor bin	25.88	30.75	26.38	32.00	2.92	3.50	64.80	62.86	3.09%
3-yard compactor bin	34.40	46.12	35.07	48.00	4.15	4.98	92.20	89.38	3.16%
4-yard compactor bin	44.73	61.49	45.60	63.99	5.48	6.58	121.65	117.90	3.18%
6-yard compactor bin	61.78	92.24	62.98	95.99	7.95	9.54	176.46	170.96	3.22%
Weekly Yard waste Cart Service	6.85	2.52	6.98	2.62	0.48	0.58	10.66	10.40	2.50%
Bin Push, Lock, Enclosure, Long Drive Charge	17.40	-	17.74	-	0.89	1.06	19.69	19.31	1.97%
Bin Exchange	17.40	-	17.74	-	0.89	1.06	19.69	19.31	1.97%
"Insta-bin" delivery/pickup charge	48.74	-	49.69	-	2.48	2.98	55.15	54.10	1.94%

San Benito County

CART CUSTOMER RATE SCHEDULE

Monthly Fee Schedule Adjustment

Franchise Service Description for combined refuse, recycling and yard waste collection service (1)	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	Variable Rate	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change in Rate				
20-gallon refuse cart EOW (1)(3)	$13.04	$1.33	$13.29	$1.38	$0.73	N/A	$15.40	$15.09	2.05%	$0.25	$0.05	$0.30	$15.40
20-gallon refuse cart (1)	$13.04	$2.66	$13.29	$2.76	$0.80	N/A	$16.85	$16.49	2.18%	$0.25	$0.10	$0.35	$16.85
32 or 35 gallon refuse cart (2)	$15.49	$2.80	$15.79	$2.91	$0.94	0	$19.64	$19.20	2.29%	$0.30	$0.12	$0.41	$19.64
64-gallon refuse cart (2)	$26.86	$5.59	$27.38	$5.82	$1.66	0	$34.86	$34.07	2.32%	$0.52	$0.23	$0.75	$34.86
96-gallon refuse cart (2)	$39.99	$8.39	$40.77	$8.73	$2.48	0	$51.98	$50.80	2.32%	$0.78	$0.35	$1.13	$51.98
Yard waste only service	$6.09	$2.54	$6.21	$2.54	$0.44	N/A	$9.19	$9.06	1.43%				

(1) Approximate container volume, volumes may vary slightly dependent on manufacturer and lid configuration. Includes 20-gallon recycling cart
(2) Includes 64-gallon Recycling cart with service
(3) EOW-Every other Week

San Benito County

CART CUSTOMER SPECIAL SERVICES RATE SCHEDULE

Schedule 2

Unit Prices

Franchise Services Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
Difficult to service charge (1)	n/a	n/a	n/a	n/a				
Enclosure or lock charge at curb (2)	8.70	n/a	8.87	n/a	0.44	9.31	9.14	1.86%
Long walk charge (3)	17.40	n/a	17.74	n/a	0.89	18.63	18.27	1.97%
Additional carts: 96 gallon yard waste cart	4.06	n/a	4.14	n/a	0.21	4.35	4.26	2.11%
(4) 64 gallon recycle cart	4.06	n/a	4.14	n/a	0.21	4.35	4.26	2.11%
Bulky goods pickup ($ per collection) (5)								
Recyclable Item	34.82	n/a	35.50	n/a	1.78	37.28	36.56	1.97%
Non-recyclable Item	46.43	5.59	47.33	5.62	2.66	55.81	54.62	2.18%
Extra refuse pickup ($ per can/bag) (6)	5.79	2.80	5.90	2.91	0.44	9.25	9.02	2.55%
Saturday Collection Surcharge (7)	n/a	n/a	n/a	n/a				
Non-Scheduled Collection (8)	17.40	n/a	17.74	n/a	0.89	18.63	18.27	1.97%
Cart Exchange (9)	11.61	n/a	11.84	n/a	0.59	12.43	12.19	1.97%
Small Vehicle Service on Private Roads & Driveways over 100 feet from Road (10)	27.63	n/a	28.17	n/a	1.41	29.58	29.01	1.96%
Cart Replacement Fee (11)	69.63	n/a	70.98	n/a	3.55	74.53	73.11	1.94%

(1) Maximum charge allowed for any combination of service conditions relating to enclosures, locks, long walks, etc.

(2) Enclosure charges are allowed when collection requires removing a Cart from an enclosure and replacing it when emptied. Lock charges are allowed when Cart access requires the driver to carry a key and unlock a lock to empty the cart. Lock charges do not apply if a customer's lock is left in the unlocked position.

(3) Long walk charges are allowed when a Cart is placed further than 10 feet from the defined edge of the road used by the collection vehicle.

(4) This fee is for the monthly cost of the cart rental only, not for collection. Cart customer receives unlimited collection of yard waste and recycling at no additional cost.

(5) Fee applies to Cart Customers and other residents in Franchise Zone.

(6) Fee applies to each set out of an additional bag or 32 or 35 gallon can equivalent on the scheduled collection day.

(7) Surcharge shall be added to Cart Customers requesting regular scheduled service on Saturdays.

(8) Fee applies to collection of a missed pick-up scheduled on a day other than the Cart Customer's regular collection day.

(9) Cart exchange fee only applies if more than one exchange of cart(s) is requested per billing period.

(10) Surcharge applies to Total Monthly Customer Rates for Schedules 1 and 2.

(11) Replacement of Carts due to customer negligence or repetitive losses.

San Benito County

BIN CUSTOMER RATE SCHEDULE

Monthly Fee Schedules

Refuse Bin Service Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change in Rate
1 Yard - 1 x week	89.28	15.37	91.01	16.00	5.35	112.36	109.88	2.26%
1.5 Yard - 1 x week	n/a		n/a					
2 Yard - 1 x week	89.28	30.75	91.01	32.00	6.15	129.16	126.03	2.48%
3 Yard - 1 x week	128.19	46.12	130.68	47.99	8.93	187.60	183.03	2.50%
4 Yard - 1 x week	172.03	61.49	175.37	63.99	11.97	251.33	245.20	2.50%
6 Yard - 1 x week	248.27	92.24	253.09	95.99	17.45	366.53	357.54	2.51%
8 Yard - 1 x week	324.49	122.98	330.79	127.99	22.94	481.72	469.84	2.53%
1 Yard - 2 x week	165.51	30.75	168.72	32.00	10.04	210.76	206.07	2.28%
1.5 Yard - 2 x week	n/a		n/a					
2 Yard - 2 x week	165.51	61.49	168.72	63.99	11.64	244.35	238.35	2.52%
3 Yard - 2 x week	236.82	92.24	241.41	95.99	16.87	354.27	345.51	2.54%
4 Yard - 2 x week	319.57	122.98	325.77	127.99	22.69	476.45	464.68	2.53%
6 Yard - 2 x week	465.48	184.47	474.51	191.98	33.32	699.81	682.45	2.54%
8 Yard - 2 x week	609.76	245.96	621.59	255.97	43.88	921.44	898.51	2.55%
1 Yard - 3 x week	241.71	46.12	246.40	47.99	14.72	309.11	302.22	2.28%
1.5 Yard - 3 x week	n/a		n/a					
2 Yard - 3 x week	241.71	92.24	246.40	95.99	17.12	359.51	350.65	2.53%
3 Yard - 3 x week	345.43	138.35	352.13	143.98	24.81	520.92	507.97	2.55%
4 Yard - 3 x week	467.13	184.47	476.19	191.98	33.41	701.58	684.18	2.54%
6 Yard - 3 x week	681.07	276.71	694.28	287.97	49.11	1,031.36	1,005.67	2.55%
8 Yard - 3 x week	893.40	368.94	910.73	383.96	64.73	1,359.42	1,325.46	2.56%
1 Yard - 4 x week	316.31	61.49	322.45	63.99	19.32	405.76	396.69	2.29%
1.5 Yard - 4 x week	n/a		n/a					
2 Yard - 4 x week	316.31	122.98	322.45	127.99	22.52	472.96	461.25	2.54%
3 Yard - 4 x week	452.42	184.47	461.20	191.98	32.66	685.84	668.73	2.56%
4 Yard - 4 x week	614.67	245.96	626.59	255.97	44.13	926.69	903.66	2.55%
6 Yard - 4 x week	896.68	368.94	914.08	383.96	64.90	1,362.94	1,328.90	2.56%
8 Yard - 4 x week	1,177.06	491.92	1,199.89	511.94	85.59	1,797.42	1,752.43	2.57%
1 Yard - 5 x week	392.52	76.86	400.13	79.99	24.01	504.13	492.85	2.28%
1.5 Yard - 5 x week	n/a		n/a					
2 Yard - 5 x week	392.52	153.73	400.13	159.98	28.01	588.12	573.56	2.54%
3 Yard - 5 x week	561.03	230.59	571.91	239.97	40.59	852.47	831.20	2.56%
4 Yard - 5 x week	762.20	307.45	776.99	319.96	54.85	1,151.80	1,123.13	2.55%
6 Yard - 5 x week	1,112.28	461.18	1,133.86	479.94	80.69	1,694.49	1,652.13	2.56%
8 Yard - 5 x week	1,462.35	614.90	1,490.72	639.93	106.53	2,237.18	2,181.11	2.57%
1 Yard - 6 x week	535.72	92.24	546.11	95.99	32.11	674.21	659.36	2.25%
1.5 Yard - 6 x week	n/a		n/a					
2 Yard - 6 x week	535.72	184.47	546.11	191.98	36.90	774.99	756.20	2.48%
3 Yard - 6 x week	769.28	276.71	784.20	287.97	53.61	1,125.78	1,098.29	2.50%
4 Yard - 6 x week	1,032.22	368.94	1,052.25	383.96	71.81	1,508.02	1,471.22	2.50%
6 Yard - 6 x week	1,538.15	553.41	1,567.99	575.93	107.20	2,251.12	2,196.14	2.50%

San Benito County

COMPACTOR BIN CUSTOMER RATE SCHEDULE

Monthly Fee Schedules

Compacted Refuse Bin Service Description (1)	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
1 Yard - 1 x week	105.87	61.49	107.92	63.99	8.60	180.51	175.73	2.72%
2 Yard - 1 x week	89.28	122.98	91.01	127.99	10.95	229.95	222.87	3.18%
3 Yard - 1 x week	128.19	184.47	130.68	191.98	16.13	338.79	328.29	3.20%
4 Yard - 1 x week	172.03	245.96	175.37	255.97	21.57	452.91	438.89	3.19%
6 Yard - 1 x week	248.27	368.94	253.09	383.96	31.85	668.90	648.07	3.21%
1 Yard - 2 x week	198.71	122.98	202.56	127.99	16.53	347.08	337.77	2.76%
2 Yard - 2 x week	165.51	245.96	168.72	255.97	21.23	445.92	432.04	3.21%
3 Yard - 2 x week	236.82	368.94	241.41	383.96	31.27	656.64	636.05	3.24%
4 Yard - 2 x week	319.57	491.92	325.77	511.94	41.89	879.60	852.06	3.23%
6 Yard - 2 x week	609.76	737.88	621.59	767.91	69.48	1,458.98	1,415.02	3.11%
1 Yard - 3 x week	291.52	184.47	297.18	191.98	24.46	513.62	499.79	2.77%
2 Yard - 3 x week	241.70	368.94	246.39	383.96	31.52	661.87	641.17	3.23%
3 Yard - 3 x week	345.43	553.41	352.13	575.93	46.40	974.46	943.78	3.25%
4 Yard - 3 x week	467.13	737.88	476.19	767.91	62.21	1,306.31	1,265.26	3.24%
6 Yard - 3 x week	681.07	1,106.82	694.28	1,151.87	92.31	1,938.46	1,877.28	3.26%
1 Yard - 4 x week	382.71	245.96	390.13	255.97	32.31	678.41	660.10	2.77%
2 Yard - 4 x week	316.31	491.92	322.45	511.94	41.72	876.11	848.64	3.24%
3 Yard - 4 x week	452.42	737.88	461.20	767.91	61.46	1,290.57	1,249.82	3.26%
4 Yard - 4 x week	614.67	983.84	626.59	1,023.88	82.52	1,732.99	1,678.44	3.25%
6 Yard - 4 x week	896.68	1,475.76	914.08	1,535.82	122.50	2,572.40	2,491.06	3.27%
1 Yard - 5 x week	475.49	307.45	484.71	319.96	40.23	844.90	822.09	2.77%
2 Yard - 5 x week	392.52	614.90	400.13	639.93	52.00	1,092.06	1,057.79	3.24%
3 Yard - 5 x week	561.03	922.35	571.91	959.89	76.59	1,608.39	1,557.55	3.26%
4 Yard - 5 x week	762.20	1,229.80	776.99	1,279.85	102.84	2,159.68	2,091.60	3.25%
6 Yard - 5 x week	1,112.28	1,844.70	1,133.86	1,919.78	152.68	3,206.32	3,104.83	3.27%
1 Yard - 6 x week	635.30	368.94	647.62	383.96	51.58	1,083.16	1,054.45	2.72%
2 Yard - 6 x week	535.72	737.88	546.11	767.91	65.70	1,379.72	1,337.28	3.17%
3 Yard - 6 x week	769.28	1,106.82	784.20	1,151.87	96.80	2,032.87	1,969.91	3.20%
4 Yard - 6 x week	1,032.22	1,475.76	1,052.25	1,535.82	129.40	2,717.47	2,633.38	3.19%
6 Yard - 6 x week	1,489.53	2,213.64	1,518.43	2,303.73	191.11	4,013.27	3,888.33	3.21%

San Benito County

BIN/COMPACTOR CUSTOMER EXTRA SERVICES FEE SCHEDULE

Schedule 6

Unit Prices

Service Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 5%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
Additional pickup:								
1-yard bin	27.53	3.85	28.06	4.01	1.60	33.67	32.95	2.19%
1.5 yard bin	n/a		n/a					
2-yard bin	27.53	7.69	28.06	8.00	1.80	37.86	36.98	2.38%
3-yard bin	37.27	11.53	37.99	12.00	2.50	52.49	51.24	2.44%
4-yard bin	48.22	15.37	49.16	16.00	3.26	68.42	66.77	2.47%
6-yard bin	67.29	23.06	68.60	24.00	4.63	97.23	94.87	2.49%
8-yard bin	86.34	30.75	88.01	32.00	6.00	126.01	122.94	2.50%
1-yard compactor bin	31.70	15.37	32.31	16.00	2.42	50.73	49.42	2.65%
2-yard compactor bin	27.53	30.75	28.06	32.00	3.00	63.06	61.19	3.06%
3-yard compactor bin	37.27	46.12	37.99	48.00	4.30	90.29	87.56	3.12%
4-yard compactor bin	48.22	61.49	49.16	63.99	5.66	118.81	115.20	3.13%
6-yard compactor bin	67.29	92.24	68.60	95.99	8.23	172.82	167.51	3.17%
Weekly Yard waste Cart Service	6.85	2.52	6.98	2.62	0.48	10.08	9.84	2.44%
Bin Push, Lock, Enclosure, Long Drive Charge	17.40	-	17.74	-	0.89	18.63	18.27	1.97%
Bin Exchange	17.40	-	17.74	-	0.89	18.63	18.27	1.97%
"Insta-bin" delivery/pickup charge	48.74	-	49.69	-	2.48	52.17	51.18	1.93%

City of San Juan Bautista

CART CUSTOMER RATE SCHEDULE

Monthly Fee Schedule Adjustment

Franchise Service Description for combined refuse, recycling and yard waste collection service: (1)	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 10%	Variable Rate	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change in Rate				
20-gallon refuse cart EOW (1)(3)	$12.47	$1.33	$12.71	$1.38	$1.41	N/A	$15.50	$15.18	2.11%	15.50	$0.24	$0.05	$0.29
20-gallon refuse cart (1)	$12.47	$2.66	$12.71	$2.77	$1.55	N/A	$17.03	$16.64	2.34%	17.03	$0.24	$0.11	$0.35
32 or 35 gallon refuse cart (2)	$14.67	$2.80	$14.95	$2.91	$1.79	0	$19.65	$19.22	2.24%	19.65	$0.28	$0.11	$0.39
64-gallon refuse cart (2)	$27.74	$5.59	$28.28	$5.82	$3.41	0	$37.51	$36.66	2.32%	37.51	$0.54	$0.23	$0.77
96-gallon refuse cart (2)	$40.80	$8.39	$41.59	$8.73	$5.03	0	$55.35	$54.11	2.29%	55.35	$0.79	$0.34	$1.13
Yard waste only service	$5.69	$2.54	$5.80	$2.54	$0.83	N/A	$9.17	$9.05	1.33%				

(1) Approximate container volume, volumes may vary slightly dependent on manufacturer and lid configuration
Includes 20-gallon recycling cart
(2) Includes 64-gallon Recycling cart with service
(3) EOW-Every other Week

City of San Juan Bautista

CART CUSTOMER SPECIAL SERVICES RATE SCHEDULE

Schedule 2

Unit Prices

Franchise Services Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 10%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
Difficult to service charge (1)	n/a	n/a	n/a	n/a				
Enclosure or lock charge at curb (2)	8.70	n/a	8.87	n/a	0.89	9.76	9.57	1.99%
Long walk charge (3)	17.40	n/a	17.74	n/a	1.77	19.51	19.14	1.93%
Additional carts: 96 gallon yard waste cart	4.06	n/a	4.14	n/a	0.41	4.55	4.47	1.79%
(4) 64 gallon recycle cart	4.06	n/a	4.14	n/a	0.41	4.55	4.47	1.79%
Bulky goods pickup ($ per collection) (5)								
Recyclable Item	34.82	n/a	35.50	n/a	3.55	39.05	38.30	1.96%
Non-recyclable Item	46.43	5.59	47.33	5.82	5.32	58.47	57.22	2.18%
Extra refuse pickup ($ per can/bag) (6)	5.79	2.80	5.90	2.91	0.88	9.69	9.45	2.54%
Saturday Collection Surcharge (7)	n/a	n/a	n/a	n/a				
Non-Scheduled Collection (8)	17.40	n/a	17.74	n/a	1.77	19.51	19.14	1.93%
Cart Exchange (9)	11.61	n/a	11.84	n/a	1.18	13.02	12.77	1.96%
Small Vehicle Service on Private Roads & Driveways over 100 feet from Road (10)	29.01	n/a	29.57	n/a	2.96	32.53	31.91	1.94%
Cart Replacement Fee (11)	69.63	n/a	70.98	n/a	7.10	78.08	76.59	1.95%

(1) Maximum charge allowed for any combination of service conditions relating to enclosures, locks, long walks, etc

(2) Enclosure charges are allowed when collection requires removing a Cart from an enclosure and replacing it when emptied. Lock charges are allowed when Cart access requires the driver to carry a key and unlock a lock to empty the cart. Lock charges do not apply if a customer's lock is left in the unlocked position.

(3) Long walk charges are allowed when a Cart is placed further than 10 feet from the defined edge of the road used by the collection vehicle

(4) This fee is for the monthly cost of the cart rental only, not for collection. Cart customer receives unlimited collection of yard waste and recycling at no additional cost.

(5) Fee applies to Cart Customers and other residents in Franchise Zone.

(6) Fee applies to each set out of an additional bag or 32 or 35 gallon can equivalent on the scheduled collection day

(7) Surcharge shall be added to Cart Customers requesting regular scheduled service on Saturdays

(8) Fee applies to collection of a missed pick-up scheduled on a day other than the Cart Customer's regular collection day.

(9) Cart exchange fee only applies if more than one exchange of cart(s) is requested per billing period

(10) Surcharge applies to Total Monthly Customer Rates for Schedules 1 and 2.

(11) Replacement of Carts due to customer negligence or repetitive losses.

City of San Juan Bautista

COMPACTOR BIN CUSTOMER RATE SCHEDULE

Monthly Fee Schedules

Compacted Refuse Bin Service Description (1)	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 10%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
1 Yard - 1 x week	105.87	61.49	107.92	63.99	25.79	197.70	192.46	2.72%
2 Yard - 1 x week	89.28	122.98	91.01	127.99	32.85	251.85	244.10	3.17%
3 Yard - 1 x week	128.19	184.47	130.68	191.98	48.40	371.06	359.56	3.20%
4 Yard - 1 x week	172.03	245.96	175.37	255.97	64.70	496.04	480.69	3.19%
6 Yard - 1 x week	248.27	368.94	253.09	383.96	95.56	732.61	709.79	3.22%
1 Yard - 2 x week	198.71	122.98	202.56	127.99	49.58	380.13	369.94	2.75%
2 Yard - 2 x week	165.51	245.96	168.72	255.97	63.70	488.39	473.19	3.21%
3 Yard - 2 x week	236.82	368.94	241.41	383.96	93.81	719.18	696.62	3.24%
4 Yard - 2 x week	319.57	491.92	325.77	511.94	125.66	963.37	933.21	3.23%
6 Yard - 2 x week	609.76	737.88	621.59	767.91	208.43	1,597.93	1,549.79	3.11%
1 Yard - 3 x week	291.52	184.47	297.18	191.98	73.37	562.53	547.39	2.77%
2 Yard - 3 x week	241.70	368.94	246.39	383.96	94.55	724.90	702.24	3.23%
3 Yard - 3 x week	345.43	553.41	352.13	575.93	139.21	1,067.27	1,033.67	3.25%
4 Yard - 3 x week	467.13	737.88	476.19	767.91	186.62	1,430.72	1,385.76	3.24%
6 Yard - 3 x week	681.07	1,106.82	694.28	1,151.87	276.92	2,123.07	2,056.07	3.26%
1 Yard - 4 x week	382.71	245.96	390.13	255.97	96.92	743.02	722.97	2.77%
2 Yard - 4 x week	316.31	491.92	322.45	511.94	125.16	959.55	929.46	3.24%
3 Yard - 4 x week	452.42	737.88	461.20	767.91	184.37	1,413.48	1,368.85	3.26%
4 Yard - 4 x week	614.67	983.64	626.59	1,023.88	247.57	1,898.04	1,838.29	3.25%
6 Yard - 4 x week	896.68	1,475.76	914.08	1,535.82	367.49	2,817.39	2,728.31	3.27%
1 Yard - 5 x week	475.49	307.45	484.71	319.96	120.70	925.37	900.38	2.78%
2 Yard - 5 x week	392.52	614.90	400.13	639.93	156.01	1,196.07	1,158.53	3.24%
3 Yard - 5 x week	561.03	922.35	571.91	959.89	229.77	1,761.57	1,705.89	3.26%
4 Yard - 5 x week	762.20	1,229.80	776.99	1,279.85	306.53	2,365.37	2,290.80	3.26%
6 Yard - 5 x week	1,112.28	1,844.70	1,133.86	1,919.78	458.05	3,511.69	3,400.53	3.27%
1 Yard - 6 x week	635.30	368.94	647.62	383.96	154.74	1,186.32	1,154.88	2.72%
2 Yard - 6 x week	535.72	737.88	546.11	767.91	197.10	1,511.12	1,464.64	3.17%
3 Yard - 6 x week	769.28	1,106.82	784.20	1,151.87	290.41	2,226.48	2,157.52	3.20%
4 Yard - 6 x week	1,032.22	1,475.76	1,052.25	1,535.82	388.21	2,976.28	2,884.18	3.19%
6 Yard - 6 x week	1,489.53	2,213.64	1,518.43	2,303.73	573.32	4,395.48	4,258.65	3.21%

City of San Juan Bautista

BIN CUSTOMER RATE SCHEDULE

Monthly Fee Schedules

Refuse Bin Service Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 10%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change in Rate
1 Yard - 1 x week	105.87	15.37	107.92	16.00	18.59	142.51	139.43	2.21%
1.5 Yard - 1 x week	n/a		n/a					
2 Yard - 1 x week	110.28	30.75	112.42	32.00	21.66	166.08	162.18	2.40%
3 Yard - 1 x week	128.19	46.12	130.65	47.99	26.80	205.47	200.46	2.50%
4 Yard - 1 x week	172.03	61.49	175.37	63.99	35.90	275.26	268.55	2.50%
6 Yard - 1 x week	248.27	92.24	253.09	95.99	52.36	401.44	391.59	2.52%
8 Yard - 1 x week	324.49	122.98	330.79	127.99	68.82	527.60	514.59	2.53%
1 Yard - 2 x week	198.71	30.75	202.56	32.00	35.18	269.74	263.88	2.22%
1.5 Yard - 2 x week	n/a		n/a					
2 Yard - 2 x week	208.93	61.49	212.98	63.99	41.55	318.52	310.98	2.42%
3 Yard - 2 x week	236.82	92.24	241.41	95.99	50.61	388.01	378.42	2.53%
4 Yard - 2 x week	319.57	122.98	325.77	127.99	68.06	521.82	508.93	2.53%
6 Yard - 2 x week	465.48	184.47	474.51	191.98	99.97	766.46	747.44	2.54%
8 Yard - 2 x week	609.76	245.96	621.59	255.97	131.63	1,009.19	984.08	2.55%
1 Yard - 3 x week	291.52	46.12	297.18	47.99	51.78	396.95	388.29	2.23%
1.5 Yard - 3 x week	n/a		n/a					
2 Yard - 3 x week	307.62	92.24	313.59	95.99	61.44	471.02	459.84	2.43%
3 Yard - 3 x week	345.43	138.35	352.13	143.98	74.42	570.53	556.35	2.55%
4 Yard - 3 x week	467.13	184.47	476.19	191.98	100.23	768.40	749.34	2.54%
6 Yard - 3 x week	681.07	276.71	694.28	287.97	147.34	1,129.59	1,101.45	2.55%
8 Yard - 3 x week	893.40	368.94	910.73	383.96	194.20	1,488.89	1,451.69	2.56%
1 Yard - 4 x week	382.71	61.49	390.13	63.99	68.12	522.24	510.83	2.23%
1.5 Yard - 4 x week	n/a		n/a					
2 Yard - 4 x week	407.40	122.98	415.30	127.99	81.49	624.78	609.94	2.43%
3 Yard - 4 x week	452.42	184.47	461.20	191.98	97.98	751.16	732.42	2.56%
4 Yard - 4 x week	614.67	245.96	626.59	255.97	132.38	1,014.94	989.72	2.55%
6 Yard - 4 x week	896.68	368.94	914.08	383.96	194.71	1,492.75	1,455.46	2.56%
8 Yard - 4 x week	1,177.06	491.92	1,199.89	511.94	256.77	1,968.60	1,919.33	2.57%
1 Yard - 5 x week	475.49	76.86	484.71	79.99	84.71	649.41	635.20	2.24%
1.5 Yard - 5 x week	n/a		n/a					
2 Yard - 5 x week	516.52	153.73	526.54	159.98	102.98	789.50	770.79	2.43%
3 Yard - 5 x week	561.03	230.59	571.91	239.97	121.78	933.66	910.36	2.56%
4 Yard - 5 x week	762.20	307.45	776.99	319.96	164.54	1,261.49	1,230.10	2.55%
6 Yard - 5 x week	1,112.28	461.18	1,133.86	479.94	242.07	1,855.87	1,809.48	2.56%
8 Yard - 5 x week	1,462.35	614.90	1,490.72	639.93	319.60	2,450.25	2,388.84	2.57%
1 Yard - 6 x week	635.30	92.24	647.62	95.99	111.54	855.15	836.67	2.21%
1.5 Yard - 6 x week	n/a		n/a					
2 Yard - 6 x week	687.11	184.47	700.44	191.98	133.86	1,026.28	1,002.32	2.39%
3 Yard - 6 x week	769.28	276.71	784.20	287.97	160.83	1,233.00	1,202.89	2.50%
4 Yard - 6 x week	1,032.22	368.94	1,052.25	383.96	215.43	1,651.64	1,611.33	2.50%
6 Yard - 6 x week	1,489.53	553.41	1,518.43	575.93	314.15	2,408.51	2,349.38	2.52%

City of San Juan Bautista

BIN/COMPACTOR CUSTOMER EXTRA SERVICES FEE SCHEDULE

Schedule 6

Unit Prices

Service Description	2014 Service Fee	2014 Disposal Fee	2015 Service Fee	2015 Disposal Fee	Franchise Fee 10%	2015 Monthly Customer Rate	2014 Monthly Customer Rate	% Change
Additional pickup:								
1-yard bin	27.53	3.85	28.06	4.01	4.81	36.88	36.09	2.19%
1.5 yard bin	n/a		n/a					
2-yard bin	27.53	7.69	28.06	8.00	5.41	41.47	40.50	2.40%
3-yard bin	37.27	11.53	37.99	12.00	7.50	57.49	56.12	2.44%
4-yard bin	48.22	15.37	49.16	16.00	9.77	74.93	73.13	2.46%
6-yard bin	67.29	23.06	68.60	24.00	13.89	106.49	103.90	2.49%
8-yard bin	86.34	30.75	88.01	32.00	18.00	138.01	134.65	2.50%
1-yard compactor bin	31.70	15.37	32.31	16.00	7.25	55.56	54.13	2.64%
2-yard compactor bin	27.53	30.75	28.06	32.00	9.01	69.07	67.02	3.06%
3-yard compactor bin	37.27	46.12	37.99	48.00	12.90	98.89	95.90	3.12%
4-yard compactor bin	48.22	61.49	49.16	63.99	16.97	130.12	126.17	3.13%
6-yard compactor bin	67.29	92.24	68.60	95.99	24.69	189.28	183.46	3.17%
Weekly Yard waste Cart Service	6.85	2.52	6.98	2.62	1.44	11.04	10.78	2.41%
Bin Push, Lock, Enclosure, Long Drive Charge	17.40	-	17.74	-	2.66	20.40	20.01	1.95%
Bin Exchange	17.40	-	17.74	-	2.66	20.40	20.01	1.95%
"Insta-bin" delivery/pickup charge	48.74	-	49.69	-	7.45	57.14	56.05	1.94%

RESOLUTION NO. 2015-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA TO ACCEPT THE ANNUAL RATE ADJUSTMENT NOTIFICATION REPORT BY SAN BENITO COUNTY INTEGRATED WASTE MANAGEMENT

WHEREAS, on November 20, 2007, by Resolution No. 2007-44, this Council approved an agreement with Recology San Benito County, formerly known as Norcal Waste Systems, for solid waste collection and processing services, which commenced on July 1, 2008; and

WHEREAS, in accordance with the terms and conditions of said contract Recology San Benito County has notified the City of San Juan Bautista of the annual rate adjustment.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of San Juan Bautista accept the Annual Rate Adjustment Notification Report by San Benito County Integrated Waste Management Department, dated August 5, 2015.

PASSED AND ADOPTED this 15th day of September, 2015, at a regular meeting of the San Juan Bautista City Council, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Mayor Robert Lund

ATTEST:

_____

Connie Schobert, City Clerk

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL STAFF REPORT

DATE: September 24, 2015

SUBJECT: Expedited Permit Process for Small Residential Rooftop Solar Systems

FROM: City Attorney

DISCUSSION: Assembly Bill 2188 requires each City to create and adopt an expedited, streamlined, permitting process for small residential rooftop solar energy systems. To comply with this requirement, the City Council is urged to adopt the attached ordinance to expedite the permitting process. This ordinance was developed using a model ordinance, which adopts to the following State requirements:

> As amended by AB 2188, the Solar Rights Act requires every city to adopt an ordinance that creates an expedited streamlined permitting process that is consistent with Government Code Section 65850.5(a).
>
> The process must substantially conform to the recommendations for expedited permitting, including the checklist and standard plan contained in the most current version of the *California Solar Permitting* Guidebook adopted by the Governor's Office of Planning and Research. www.opr.ca.gov/docs/California_Solar_Permitting_Guidebook_2014.pdf.

The ordinance is exempt from environmental review per CEQA Guidelines under the General Rule (Section 15061(b)(3)).

ORDINANCE NO. 2015 - ___

AN ORDINANCE OF THE CITY OF SAN JUAN BAUTISTA AMENDING TITLE 10 OF THE MUNICIPAL CODE BY ADDING CHAPTER 10-7 TO PROVIDE AN EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

-oOo-

WHEREAS, THE City Council of the City of San Juan Bautista recognizes the importance of "Green Technology" and by this ordinance seeks to implement Assembly Bill 2188 by creating an expedited, Streamlined, permitting process for small residential rooftop solar energy systems.

THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DOES HEREBY ORDAIN AS FOLLOWS:

1. Environmental Determination. The project is exempt from environmental review per CEQA Guidelines under the General Rule (Section 15061(b)(3)). The project involves updates and revisions to existing regulations. The proposed code amendments are consistent with California Law, specifically Government Code section 65850.5 and Civil Code section 714. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant negative effect on the environment.

2. Chapter 10-7 Added. Chapter 10-7 of the Municipal Code, entitled "Expedited Permit Process for Small Residential Rooftop Solar Systems" is hereby added to the San Juan Bautista Municipal Code as set forth on the attached five (5) pages, marked Exhibit "A," and incorporated herein by this reference thereto.

3. Effective Date. This ordinance shall be in full force and effect 30 days after its final passage and adoption.

4. Severability. If any portion of this ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

5. Posting of Ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted on the internet and in the public place designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of San Juan Bautista duly held on October 20, 2015, and was passed and adopted at a regular meeting duly held on November 17, 2015 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

_____
, Mayor

ATTEST:

_____
Deputy City Clerk

Chapter 10.07

EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

Sections:

10.07.010 Purpose and intent.

10.07.020 Definitions.

10.07.030 Applicability.

10.07.040 Solar energy system requirements.

10.07.050 Applications and documents.

10.07.060 Permit review and inspection requirements.

10.07.010 Purpose and intent.

The purpose of this chapter is to provide an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, California Government Code Section 65850.5) in order to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. This chapter allows the city to achieve these goals while protecting the public health and safety.

10.07.020 Definitions.

As used in this chapter:

A. "Solar energy system" means either of the following:

1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

B. "Small residential rooftop solar energy system" means all of the following:

1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or thirty kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, and all state and city health and safety standards.

3. A solar energy system that is installed on a single- or two-family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

C. "Electronic submittal" means the utilization of electronic email or submittal via the Internet.

D. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

E. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

F. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:

1. For water heater systems or solar swimming pool heating systems: an amount exceeding ten percent of the cost of the system, but in no case more than one thousand dollars, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

2. For photovoltaic systems: an amount not to exceed one thousand dollars over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent as originally specified and proposed.

10.07.030 Applicability.

A. This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.

B. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance codified in this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

C. All buildings within the Historic District shall require a design review by the Historical Resources Board prior to issuance.

10.07.040 Solar energy system requirements.

A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the city.

B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by and accredited listing agency as defined by the California Plumbing and Mechanical Code.

C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

10.07.050 Applications and documents.

A. All documents required for the submission of an expedited solar energy system application shall be made available on the city website.

B. Electronic submittal of the required permit application and documents by email or the Internet shall be made available to all small residential rooftop solar energy system permit applicants.

C. The city's building division shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

D. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans

contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

10.07.060 Permit review and inspection requirements.

A. The city manager shall implement an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems. The city shall issue a building permit, the issuance of which is nondiscretionary, on the same day for over-the-counter applications or within one to three business days for electronic applications upon receipt of a complete application that meets the requirements of the approved checklist and standard plan. The city manager may require an applicant to apply for an administrative use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the city planning commission.

B. Review of the application shall be limited to the city manager's review of whether the application meets local, state, and federal health and safety requirements.

C. If an administrative use permit is required, the city may deny such application if it makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the city planning commission.

D. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

E. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

F. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

G. Only one inspection shall be required and performed by the building division for small residential rooftop solar energy systems eligible for expedited review.

H. The inspection shall be done in a timely manner and should include consolidated inspections.

I. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized.

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL STAFF REPORT

DATE: September 24, 2015

SUBJECT: Massage Ordinance

FROM: City Attorney

DISCUSSION: Assembly Bill 1147 changed the ability of local governments to regulate massage establishments. Attached is an analysis provided to the League of California Cities from the Assembly.

The City's Ordinance was revised in accordance with changes to the law. The City can regulate the business but cannot regulate the individual who provide the massages. Rather, the City must rely on the California Massage Therapy Council to regulate the individual who provide massage therapy services.

The ordinance is exempt from environmental review per CEQA Guidelines under the General Rule (Section 15061(b)(3)).

December 3, 2014

To: City and County Officials

From: Assembly Members Susan Bonilla, Jimmy Gomez and Chris Holden

Re: Implementation of AB 1147

As authors of AB 1147, we carried this legislation in order to return broad control over land use to local governments in regulating massage establishments in the best interests of the individual community.

While the bill does not go into effect until January 1, 2015, many jurisdictions are considering, or are in the process of updating their ordinances. There have been numerous questions regarding what AB 1147 authorizes and what it prohibits. As authors of this bill, we have worked together with the League of California Cities, the California State Association of Counties, the American Planning Association, California Chapter and the California Police Chiefs Association to help answer some of these questions.

The answers to these questions are presented for informational purposes only and do not constitute legal advice from the organizations involved with putting together this document. Each jurisdiction should consult with its city attorney/county counsel to gain a complete understanding of AB 1147, its impact on the existing ordinances, and its legal authority to regulate massage therapy businesses.

Sincerely,

The Honorable Susan Bonilla
Assembly Member, 14th District

The Honorable Jimmy Gomez
Assembly Member, 51st District

The Honorable Chris Holden
Assembly Member, 41st District

FAQs with Regards to Implementation of AB 1147

The answers to these FAQs are presented for informational purposes only and do not constitute legal advice from the organizations involved with putting together this document. Each jurisdiction should consult with its city attorney/county counsel to gain a complete understanding of AB 1147, its impact on the jurisdiction's existing ordinances, and its legal authority to regulate massage therapy businesses. The provisions of AB 1147 take effect January 1, 2015.

1) **Q: Is a massage business that only uses certified massage professionals exempt from local regulation?**
A: No. Article XI, section 7 of the California Constitution as well as Business and Professions Code section 460(c), Government Code section 37101, Business and Professions Code 16000 and Government Code 51034 all recognize the authority of a city to regulate businesses that provide massage therapy services. Under AB 1147, cities and counties may regulate the business that provides the massage therapy services and California Massage Therapy Council (CAMTC) may regulate the individuals who apply for certification to provide massage therapy services. This division of authority and responsibility is reflected in the following statement of Legislative intent: "It is the intent of the Legislature that broad control over land use in regulating massage establishments be vested in local governments so that they may manage those establishments in the best interests of the individual community, and that the requirements and practice of the profession of massage remain a matter of statewide concern, regulation, and oversight" (Business & Professions Code 4600.5(b)).

2) **Q. What limitations does AB 1147 impose on local regulation of certified massage professionals?**
A. A local jurisdiction may not (1) prohibit a person of one sex from engaging in the massage of a person of the other sex; (2) define a massage establishment as an adult entertainment business, or otherwise regulate a massage establishment as adult entertainment; (3) require a massage establishment to have windows or walls that do not extend from the floor to ceiling or have other internal physical structures (such as windows) that interfere with a client's privacy; (4) impose client draping requirements or otherwise require clients to wear special clothing; (5) prohibit a massage establishment from locking its external doors if the business is owned by one individual with one or no employees; (6) require a massage establishment to post any notice in an area that may be viewed by clients that contain explicit sexual language; (7) require a person certified by CAMTC to take any test, medical examination, or background check; (8) require a person certified by CAMTC to get a license, permit, or other authorization to provide massage unless that person is a business owner; (9) impose a dress code stricter than that imposed by AB 1147; or (10) prohibit massage techniques permitted by CAMTC (Government Code 51034(c)).

3) **Q: Can a jurisdiction require <u>independent contractors, sole providers, and owners</u> of a massage business to obtain a business license, massage permit, register with the police, or get a background check?**
A: Yes. Under Government Code 51034(c)(8), a city may require a massage business owner, including a sole provider or independent contractor who is CAMTC certified, to obtain a business license, and/or massage permit or other entitlement to carry on the business of massage therapy. Independent contractors in the "business" of providing massage therapy can be regulated as a "business."

4) **Q: As part of its regulation of massage therapy businesses, can a jurisdiction require the <u>business owner</u> to provide a current listing of its employees and independent contractors, their CAMTC certifications and other relevant information?**

A: No. However, a list of physical improvements that may not be required is described in the answer to Question #2.

13) **Q: Can a jurisdiction adopt regulations to prohibit a massage business from opening in the same location as a previous business with illegal activity?**
A: Yes, if there is a reasonable basis for this regulation.

14) **Q: Can a jurisdiction adopt regulations holding the owner accountable for the actions of its employees and independent contractors?**
A: Yes. An ordinance regulating massage businesses may include a provision holding the business owner responsible for how the business is conducted by its employees or independent contractors. In addition, Business and Professions Code section 4607 provides that CAMTC may discipline an owner or operator of a massage business or establishment who is CAMTC-certified for the conduct of all individuals providing massage for compensation on the business premises.

15) **Q: May a jurisdiction impose land use regulations on massage businesses that are different than those imposed on other professional services?**
A: Yes. This is one of the most significant changes to the law made by AB 1147. Prior to AB 1147, jurisdictions were allowed to regulate businesses using certified massage professionals only to the extent that the jurisdiction uniformly applied those regulations to all other business professionals. This is no longer the law.

16) **Q: Can a jurisdiction enter massage establishments and make reasonable inspections?**
A: Yes. Jurisdictions can conduct reasonable inspections as part of its ordinance requirements as well as recover the reasonable costs of these inspections and other regulatory requirements.

17) **Q: Is a conditional use permit fee of $20,000-$30,000 legal?**
A: It depends. Fees, charges and rates are generally imposed in return for a specific benefit conferred or privilege granted. A local government has the authority to impose fees, charges and rates under its police power through California Constitution Article XI, §7. A fee may not exceed the estimated reasonable cost of providing the service or regulatory act for which the fee is charged. A fee that does exceed such cost may be considered a special tax. In addition, fees, charges and rates must be reasonable, fair and equitable in nature and proportionately representative of the costs incurred by the regulatory agency. AB 1147 includes the following statement of Legislative intent: "It is the intent of the Legislature that local governments impose and enforce only reasonable and necessary fees...."

18) **Q: Can a jurisdiction prohibit condoms on the premises?**
A: Yes. A jurisdiction can prohibit condoms on the premises of a massage establishment as a standard in its ordinance if there is a reasonable basis for this requirement.

19) **Q: How can a jurisdiction handle a massage business that (after a police sting and surrender of the business license) transfers the business to another individual?**
A: A jurisdiction may include in its ordinance a requirement that prohibits a massage business permit from being transferred without notice to and consent of the local government.

20) **Q: Can a jurisdiction adopt and enforce a dress code for massage therapists?**
A: Yes. AB 1147 includes certain restrictions on how certified massage therapists may dress. A jurisdiction may include those restrictions in its ordinance. Be aware, however, that a jurisdiction may not include stricter requirements for certified therapists. If dress code restrictions are included in a jurisdiction's ordinance, and an employee violates those restrictions, then the jurisdiction may enforce those provisions of its ordinance against the business as it determines appropriate. Violations of a municipal code may be enforced civilly, criminally, or through administrative enforcement. A jurisdiction is also encouraged to use the procedure outlined in question no. 23 to notify CAMTC of a violation.

A: Yes. A jurisdiction's business regulation ordinance may require a business owner to submit a list of all of its employees and independent contractors, their certification status, and notify the local government when this information changes.

5) **Q: Can a jurisdiction require a conditional use permit (CUP) for massage businesses?**
A: Yes. Business and Professions Code 460(c) provides explicit authorization to adopt land use regulations pertaining to massage businesses. A jurisdiction may amend its zoning ordinance to require a CUP for a massage business. However, a jurisdiction may not impose conditions on the conditional use permit that would violate the provisions of Government Code 51034(c)(1)-(10) as described in Question No. 2. An application for a CUP for a massage business would be considered under the same procedures provided in the jurisdiction's zoning ordinances for other uses for which a CUP is required. Jurisdictions should review their zoning ordinances to determine whether a massage business in operation prior to January 1, 2015 is a lawful non-conforming use.

6) **Q: Can a jurisdiction impose a restriction on the location of a massage business? i.e. 300 feet from a school, park etc.**
A: AB 1147 gives local governments broad authority to use its Constitutional police power to select zoning districts that are most appropriate for massage. However, a jurisdiction may not define or otherwise regulate a massage establishment as "adult entertainment." A zoning ordinance that imposes a restriction on the location of a massage establishment such as 300 feet from a school or park will be reviewed under a "reasonable and not arbitrary" standard.

7) **Q. Can a jurisdiction require individual massage therapists (who operate as employees) to obtain a business license, massage permit, register with the police, or get a background check?**
A. No. A jurisdiction may not require an individual massage therapist who holds a certificate from CAMTC and operates as an employee to obtain any kind of license or permit or meet any other educational requirements, or to register with the police or submit to a background investigation (Government Code 51034(c)(8)).

8) **Q: What is the best way to make sure that only CAMTC-certified massage professionals work in my jurisdiction?**
A. AB 1147 separates the certification of massage therapists from the regulation of massage businesses. The certification of massage therapists is the responsibility of the CAMTC. The regulation of massage businesses is the responsibility of local jurisdictions. Therefore, the best way to make sure that only CAMTC-certified massage professionals work in a jurisdiction is to adopt an ordinance that requires massage businesses to use CAMTC-certified massage professionals only. Another way is to adopt an ordinance that prohibits a person from working in the jurisdiction as a massage therapist without a certificate issued by CAMTC. Because it's possible that the latter way might be interpreted as conflicting with the CAMTC's role in certifying massage therapists, we believe that imposing the restriction on the business is preferable.

9) **Q: Can jurisdictions regulate the hours of operation of a massage business?**
A: Yes. Jurisdictions can specify hours of operation based upon such factors as a commercial use in a residential neighborhood or other reasonable requirements.

10) **Q: Can a jurisdiction prohibit a massage professional from working out of his or her home?**
A: A jurisdiction can impose restrictions on massage professionals working out of their homes in the same manner that a jurisdiction regulates other professionals or business owners operating out of their homes. Some local governments regulate business owners operating from their homes through a home occupation permit.

11) **Q: Can a jurisdiction limit the number of massage establishments in its jurisdiction?**
A: A jurisdiction may limit the number of massage establishments in its jurisdiction if the jurisdiction is able to articulate a reasonable basis for the cap.

12) **Q: Is a jurisdiction prohibited from requiring physical improvements, such as transparent exterior windows?**

21) Q: What impact will AB 1147 have on existing massage businesses?

A: Each jurisdiction should carefully review the provisions of its municipal code regarding non-conforming uses of land and imposing new regulations on existing businesses.

22) Q: Can a jurisdiction impose a temporary moratorium on approval of massage businesses?

A: Yes. AB 1147 takes effect on January 1, 2015. State law allows a city to adopt an interim ordinance that prohibits otherwise allowed uses when those uses conflict with a pending land use study. Such a measure requires a 4/5 vote of the jurisdiction; must contain a finding that there is a current and immediate threat to the public health, safety or welfare; and may be adopted without following the notice and adoption procedures required for other ordinances. The measure has an initial duration of 45 days and may be extended as specified by Government Code 65858. Jurisdictions should exercise caution before imposing a temporary moratorium if they have previously adopted a moratorium on the approval of massage businesses.

23) Q: Is there a process for a jurisdiction to follow if it wishes to inform CAMTC that it believes that a certified massage therapist is in violation of state or local law?

A: Yes. A city is encouraged to report that information to CAMTC by going to CAMTC's homepage (www.camtc.org) and clicking on the link to "File a Complaint Against a CAMTC Certificate Holder."

24) Q: If a massage therapist with a CAMTC certificate is arrested for prostitution or violating the Sex Offender Registration Act, will his or her certificate be revoked?

A: If CAMTC receives notice that a certificate holder has been arrested and charges have been filed alleging prostitution or a violation of the Sex Offender Registration Act, the council is required to immediately suspend the certificate and notify the city or county in which the certificate holder lives or works of the suspension. If the person is convicted, the certificate is permanently revoked. If a certificate holder commits a different act that is punishable as a sexually related crime or otherwise violates provisions of AB 1147, CAMTC may (but is not required to) take disciplinary action including, for some violations, suspending the certificate.

25) Q: Who should jurisdictions report violations to?

A: Violations of local ordinances should be prosecuted administratively, civilly, or criminally in accordance with the provisions of the jurisdiction's municipal code. If a jurisdiction believes that a CAMTC certified massage therapist is violating state law, then the jurisdiction is additionally encouraged to inform CAMTC as described under question no.23.

26) Q. What prompts the inspection/investigation of a massage therapy school that could change the status to "unapproved"?

A: CAMTC explains that when it receives credible information alleging that the massage therapy school has violated one of the provisions of its Procedures for Un-Approval of Schools (available at www.camtc.org/Schools.aspx); this information prompts the investigation of a school. CAMTC also looks for anomalies or changing patterns in applications and transcripts that may warrant investigation.

27) How does CAMTC obtain the actual certificate of those persons whose certification has been suspended or revoked?

A: CAMTC explains that it requests that revoked certificate holders return their certificates and ID cards to CAMTC. In order to check whether a specific person has an active and valid CAMTC certificate, local jurisdictions can check the "Verify Certification" link on CAMTC's website.

28) Q. Does AB 1147 apply to massage therapists who do not have a CAMTC certificate?

A. No. AB 1147 only applies to massage therapists who have a CAMTC certificate. AB 1147 does not affect the authority of a city to regulate massage therapists who do not have CAMTC certificates or massage businesses who employ massage therapists who do not have CAMTC certificates.

ORDINANCE NO. 2015 - ___

AN ORDINANCE OF THE CITY OF SAN JUAN BAUTISTA RESCINDING CHAPTER 5-29 AND REPLACING IT WITH A NEW CHAPTER 5-29 REGULATING MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES

-oOo-

WHEREAS, the California Legislature approved Assembly Bill 1147, which amended the California Massage Therapy Act (California Business and Professions Code Sec. 4600 *et seq.*), which has recently authorized cities to adopt ordinances that govern zoning, business licensing, or reasonable health and safety requirements for establishments of a certified massage therapist or certified massage practitioner; and

WHEREAS, the City Council of the City of San Juan Bautista recognizes the need to regulate massage establishments to balance community needs and to minimize any negative secondary effect associated with such use.

THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DOES HEREBY ORDAIN AS FOLLOWS:

1. Environmental Determination. The project is exempt from environmental review per CEQA Guidelines under the General Rule (Section 15061(b)(3) and is not a "project" as defined by CEQA, because this action has no potential to cause any effect on the environment.

2. Chapter 5-29 Rescinded. The current Chapter 5-29 of the Municipal Code, entitled "Massage Establishments and Massage Services" is rescinded.

2. Chapter 5-29 Added. Chapter 5-29 of the Municipal Code, entitled ""Massage Establishments and Massage Services" is hereby added to the San Juan Bautista Municipal Code as set forth on the attached nine (9) pages, marked Exhibit "A," and incorporated herein by this reference thereto.

3. Effective Date. This ordinance shall be in full force and effect 30 days after its final passage and adoption.

4. Severability. If any portion of this ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

5. Posting of Ordinance. Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted on the internet and in the public place designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of San Juan Bautista duly held on October 20, 2015, and was passed and adopted at a regular meeting duly held on November 17, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Robert Lund, Mayor

ATTEST:

_____
Connie Schobert, City Clerk

Chapter 5-29
MASSAGE ESTABLISHMENTS AND MASSAGE SERVICES

Article 1. Definitions

5-29-100 Definitions.
Unless the provision or context otherwise require, the definitions contained in this Article shall govern the construction of this Chapter.

5-29-105 California Massage Therapy Council "CAMTC."
"California Massage Therapy Council" or "CAMTC" shall mean the California Massage Therapy Council created under California Business and Professions Code Section 4602.

5-29-110 Certified Massage Practitioner.
"Certified Massage Practitioner" shall mean a person who is currently certified as a massage practitioner by the CAMTC pursuant to California Business and Professions Code Section 4604.2 and who administers massage for compensation.

5-29-115 Certified Massage Therapist.
"Certified Massage Therapist" shall mean a person who is currently certified as a massage therapist by the CAMTC pursuant to California Business and Professions Code Section 4604 and who administers massage for compensation.

5-29-115 Employee.
"Employee" shall mean any person, including the Certified Massage Therapist or Certified Message Practitioner, who renders any service to the permittee, who receives compensation directly from the permittee, and who has a physical contact with the customers and clients.

5-29-120 Health Officer.
"Health officer" shall mean the Health Officer of the County of San Benito or his authorized representative.

5-29-125 Massage.
"Massage" shall mean the application of various techniques to the soft tissues of the human body as defined in California Business and Professions Code Section 4601. Application of massage techniques may include, but is not limited to, any method of pressure or friction, stroking, kneading, rubbing, tapping, stretching, pounding, vibrating, or stimulating the external surfaces of the body with hands or with any object or appliance

5-29-130 Massage establishment.
"Massage establishment" shall mean a place where certified massage therapists or certified massage practitioners practice massage as provided in California Business and Professions Code Section 4601(f).
5-29-135 Reserved.
5-29-140 Reserved.

5-29-145 Permittee.
"Permittee" shall mean any person operating or maintaining a massage establishment.
5-29-150 Person.

"Person" shall mean any individual, copartnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

Article 2. Certification and Registration Required.
Except as otherwise provided in 5-29-320, it shall be unlawful for any person to provide massage in exchange for compensation unless they are a certified massage therapist or certified massage practitioner.

Article 3. Permit Required

5-29-300 Massage establishment.
Except as set forth in 5-29-320, no person shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises in the City of San Juan Bautista, the operation of a massage establishment without first having obtained a permit therefor from the City Manager in accordance with the provisions of this Chapter. A massage establishment permit does not authorize the permittee to provide massage therapy services, and it is unlawful to do so without a valid CAMTC certification.

5-29-305 Separate locations.
A separate permit must be obtained for each branch location in which the operation of a massage establishment is to be carried on.

5-29-310 Display of permit – Massage establishment.
Every massage establishment permit issued pursuant to the provisions of this Chapter shall at all times be displayed in a conspicuous place within the massage establishment.

5-29-320 Permit Exceptions.
The permit requirements of Sections 5-29-300 through 5-29-310 shall not apply to the following persons while engaged in the performance of their duties:
(a) Any individual licensed to practice the art of healing as defined under Business and Professions Code Section 500 et seq. while engaging in a practice within the scope of their license;
(b) Any person licensed to practice barbering or cosmetology as defined in Business and Professions Code Section 7300 et seq. while engaging in a practice within the scope of their license;
(c) Trainers of any amateur, semiprofessional or professional athlete or athletic teams while engaging in their training responsibilities for and with athletes;
(d) Any employee of a California state-licensed hospital, nursing home, or other state-licensed physical or mental health facility while engaging in a practice within the scope of their employment;
(e) Accredited high schools and colleges, and their coaches and trainers while acting within the scope of their employment;
(f) Accredited colleges or universities that offer massage therapy programs whose instructors and students are acting within the scope of their employment or within the scope of their curriculum; and
(g) Any other business or professions exempt by State law.

5-29-225 Nontransferability.
No permit issued pursuant to the provisions of this Chapter is transferable to any other person or location.

5-29-300 Application.

All applications shall be dated and shall include, but are not limited to, the following information under penalty of perjury:

(a) The name, address, and telephone number of the massage establishment.

(b) The name, residence address and telephone number, and business address and telephone number of each owner of the massage establishment.

(c) The form of business under which the applicant will be conducting the massage establishment, i.e., corporation, general or limited partnership, limited liability company, or other form. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than 10 percent of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one or more of the members is a partnership, limited liability company, or corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.

(d) The name and address of the owner of the real property upon, in, or from which the certified massage establishment is to be operated. In the event the applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property.

(e) A description of the proposed massage establishment, including the type of treatments to be administered.

(f) The name of each employee who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises.

(g) For each person who the massage establishment does or will employ or retain to perform massage therapy for compensation, whether on or off the massage establishment premises, a copy of that individual's current certification from the CAMTC as a certified massage practitioner or certified massage therapist, and a copy of his or her current CAMTC-issued identification card.

(h) For each owner of the massage establishment who is a CAMTC-certified massage professional, a copy of his or her current certification from the California Massage Therapy Council as a certified massage practitioner or as a certified massage therapist and a copy of his or her current California Massage Therapy Council-issued identification card.

(i) For each owner of the massage establishment who is not a CAMTC-certified massage professional, the following information:

(1) Whether any owner of the massage establishment has within the five years immediately preceding the date of application been convicted in any state of any misdemeanor or felony.

(2) Whether any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.

(3) The business, occupation, and employment history of each owner of the massage establishment for five years preceding the date of application, and the inclusive dates of same.

(4) For any owner who is not a CAMTC-certified massage professional, one set of fingerprints of each owner of the massage establishment in a form satisfactory to the permit authority. The fingerprints shall be taken at a place designated by the permit authority, and any required fee for such fingerprinting shall be paid by the applicant.

(j) Whether any license or permit has ever been issued to the applicant by any jurisdiction under the provisions of any ordinance or statute governing massage therapy, and as to any such license or permit, the name and address of the issuing authority, the effective dates of such license or permit, whether such license or permit was ever suspended, revoked, withdrawn, or denied; and copies of any documentary materials relating to such suspension, revocation, withdrawal, or denial.
(k) Such other information as may be required by the permit authority to determine compliance with any other eligibility requirements for issuance of the permit as specified by federal, state, or local law.

5-29-320 Issuance or denial of permit.
The City Manager shall, within twenty (20) days after receipt of an application complying with all the provisions of this Chapter, issue a permit or deliver to the applicant, personally or by mail, written notice of denial of the permit, setting forth the reason or reasons therefor, in accordance with the provisions of SJBMC 5-29-325.

5-29-325 Grounds for denial of permit.
The City Manager shall deny the permit if he finds:
(a) The massage establishment, as proposed by the applicant, would not comply with the requirements of this code and/or with any applicable law, including but not limited to the City's building, fire, zoning, and health regulations.
(b) The applicant has knowingly made any false, misleading or fraudulent statement of material fact in the application for a massage establishment permit.
(c) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or operator or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any misdemeanor or felony the commission of which occurred on the premises of a massage establishment.
(d) Any owner of the massage establishment is currently required to register under the provisions of Section 290 of the California Penal Code.
(e) Any owner of the massage establishment, within five years of the date of application, has been convicted in a court of competent jurisdiction of any violation of Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22 of the California Penal Code, or any other crime involving theft, dishonesty, fraud or deceit; or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses. A violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Section 11054, 11055, 11056, 11057 or 11058; or any offense under a statute of any state or ordinance of any city or county, which is the equivalent of any of the aforementioned offenses, including Business and Professions Code Section 4609(a).
(f) Any owner of the massage establishment has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in a jurisdiction outside the State of California.
(g) Any owner of the massage establishment who is an individual has not attained the age of 18 years.
(h) Any owner of the massage establishment, within five years immediately preceding the date of filing of the application, has had a permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.
If prosecution is pending against the applicant for conduct listed in this section, the City Manager may postpone decision on the application until the final resolution of the prosecution. As used in this subsection, "prosecution" means charges filed by the district attorney, administrative proceedings

brought by a local government or agency, or a civil or administrative action maintained by any city, county, state, or government.

5-29-330 Revocation of permit.

The City Manager shall revoke a permit issued pursuant to the provisions of this Article if:

(a) The person(s) to whom the massage establishment permit has been issued, or any employee have violated any provision of this Chapter or any relevant California or Federal law.

(b) The permittee or any employee has been convicted in a court of competent jurisdiction of having violated any of the following: California Penal Code Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), or 653.22, of the California Penal Code, or any other crime involving theft, dishonesty, fraud or deceit; or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses. A violation of Health and Safety Code Section 11550 or any offense involving the illegal sale, distribution or possession of a controlled substance specified in Health and Safety Code Section 11054, 11055, 11056, 11057 or 11058; or any offense under a statute of any state or ordinance of any city or county, which is the equivalent of any of the aforementioned offenses, including Business and Professions Code Section 4609(a) or conspiracy or attempt to commit any such offense, or any offense in a jurisdiction outside of the State of California that is the equivalent of any of the aforesaid offenses.

(c) The permittee or any employee is required to register under Section 290 of the California Penal Code.

(d) The permittee has been subject to a permanent injunction against the conducting or maintaining of a nuisance pursuant to this code, or Sections 11225 through 11235 of the California Penal Code, or any similar provision of law in any jurisdiction outside the State of California.

(e) The permittee or any employee of the massage establishment has engaged in fraud or misrepresentation or has knowingly made a misstatement of material fact while working in or for the massage establishment.

(f) The permittee has continued to operate the massage establishment after massage establishment permit has expired or been suspended.

(g) Massage is or has been performed on the premises of the massage establishment, with or without the permittee's actual knowledge, by any person who is not a duly authorized CAMTC-certified massage professional.

Notice of revocation of the permit shall be given in writing to the permittee by the City Manager. The permittee shall cease all operations under the permit within forty-eight (48) hours of delivery of said notice, unless a notice of appeal is filed pursuant to the provisions of SJBMC 5-29-335.

5-29-335 Appeal.

An applicant or permittee may appeal any action or determination of the City Manager under the provisions of this Chapter by filing written notice thereof with the City Clerk not later than forty-eight (48) hours after the delivery of any written notice given by the City Manager. The effect of revocation of a permit shall be suspended by the filing of a notice of appeal until the determination of the appeal by the City Council. The City Council shall hold a public hearing on the appeal at its next regular meeting occurring more than seven (7) days after filing of the notice of appeal. Notice of said hearing shall be published once in the official newspaper and delivered in writing, personally or by mail, to the applicant or permittee not less than five (5) days prior to said hearing. At such hearing the applicant or permittee shall be required to show sufficient cause why the action or determination of the City Manager should not be upheld. The City Council shall, at said hearing, hear all other interested parties who desire to be heard. The determination of the City Council on the appeal shall be final and conclusive.

5-29-340 Mailed notice.

Any notice mailed pursuant to the provisions of this Article or of Article 4 of this Chapter shall be deemed delivered twenty-four (24) hours after its deposit in a post office or mailbox.

Article 4. General Provisions

5-29-400 Facilities necessary.
No permit to conduct a massage establishment shall be issued unless an inspection reveals that the establishment complies with the requirements of the construction codes set forth in Chapter 10-1 SJBMC, and each of the following minimum requirements:

(A) Construction of rooms used for toilets, tubs, steam baths, and showers shall be made waterproof with approved waterproofed materials.

(B) For toilet rooms, toilet room vestibules and rooms containing bathtubs, there shall be a waterproof floor covering, which will be carried up all walls to a height of at least six inches (6"). Floors shall be covered up on base with at least three-fourths-inch (3/4") cover. The walls of all toilet rooms and rooms containing bathtubs shall be finished to a height of six feet (6') with a smooth, non-absorbent finish surface of Keene cement, tile, or similar material.

(C) Steam rooms and shower compartments shall have waterproof floors, walls and ceilings.

(D) Floors of wet and dry heat rooms shall be adequately pitched to one (1) or more floor drains properly connected to the sewer. (Exception: dry heat rooms with wooden floors need not be provided with pitched floors and floor drains.)

(E) A source of hot water must be available within the immediate vicinity of dry and wet heat rooms to facilitate cleaning.

(F) Separate toilet facilities for each sex shall be provided in convenient locations. All toilet facilities shall be equipped with self-closing doors opening in the direction of ingress to such facilities. Toilets shall be designated as to the sex accommodated therein.

(G) Lavatories or wash basins provided with both hot and cold running water shall be installed in either the toilet room or the vestibule. Lavatories or wash basins shall be provided with soap in a dispenser and with sanitary towels.

(H) All portions of massage establishment and baths shall be provided with adequate light and ventilation by means of windows or skylights with an area of not less than one-tenth (1/10) of the total floor area, or shall be provided with approved artificial light and a mechanical operating ventilating system. When windows or skylights are used for ventilations, at least one-half (1/2) of the total required window area shall be operable.

To allow for adequate ventilation, cubicles, rooms, and areas provided for patrons' use not served directly by a required window, skylight, or mechanical system of ventilation shall be constructed so that the height of partitions does not exceed seventy-five percent (75%) of the floor-to-ceiling height of the area in which they are located. All electrical equipment shall be installed in accordance with the requirements of Chapter 10-1 SJBMC.

All electrical appliances used in the operation of the establishment shall comply with the provisions of Chapter 10-1 SJBMC.

5-29-405 Operating requirements.
(A) Every portion of a massage establishment, including appliances, apparatus, and personnel shall be kept clean and operated in a sanitary condition.

(B) Wet and dry heat rooms, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs shall be thoroughly cleaned after each use.

5-29-415 Inspection.
Every permittee operating a massage establishment shall allow inspection thereof during business hours by the City Manager, the Health Officer, the Chief of Police or their representatives.

5-29-420 Advertising.
No massage establishment granted a permit under the provisions of this Article shall place, publish or distribute or cause to be placed, published or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective patrons that any service is available other than those services described in SJBMC 5-29-125, nor shall any massage establishment indicate in the text of such advertising that any service is available other than those services described in SJBMC 5-29-125.

Article 5. Application of Chapter5
5-29-600 Existing business.
The provisions of this Chapter shall apply to all persons presently engaged in any of the activities regulated by this Chapter. Such persons shall comply with the provisions of this Chapter within thirty (30) days after the effective date of this Chapter.

CITY OF SAN JUAN BAUTISTA

STAFF REPORT

DATE: October 20, 2015

SUBJECT: **Sanitary Sewer Connection Agreement**

DETAILS: The Sewer Agreement is the fulfillment of an annexation approval for the property situated at 1020 Mission Vineyard Road. The property owners petitioned the City of San Juan Bautista back in 1994 for pre-zoning and annexation of the 2.06 acre parcel (APN 002-550-006). Upon approval of the annexation, the property was conditioned and required to connect to the sanitary sewer system when services were within 900 feet of the property. At the time of approval, sewer service was not available and connection could not be made. As a result, the connection requirement continued with the land until service became available. Subsequently and over a period of time, the sewer connection fee was changed twice.

Sanitary Sewer became available to the property in 2010 with construction of the infrastructure project. The sanitary sewer lift station and force main, which was initially installed for the water softening treatment plant, was never activated. The city installed conduit and electrical service to the control panel of the lift station and started operations early June 2015. The lift station was tested, monitored and evaluated over the next few months to prove reliability and adequacy as a sewer lift station. The lift station also allowed the connection and discharge of Mission RV Park to the system. As you will recall, high nitrates from Well No. 2 became evident in our water system in the latter part of 2014 and early 2015. Upon investigation, it was discovered that the force main installed for Mission RV Park crossed the San Andreas earthquake fault line and, over the years, separated and allowed sewer effluent to drain into the soils directly above and 300 feet south of Well No. 2. Upon connecting Mission RV Park to the new force main, nitrate levels began to fall significantly and the City was allowed to remove the nitrate restriction on homes and businesses. The seven unit mobile home park and two industrial buildings were allowed to connect and discharge to the same force main system.

The agreement calls for connection of the property, which consists of three discharge components on the property. Bear in mind, the conditions and agreement to connect the mobile home park to the sewer system was made in 1994. The commitment could not be fulfilled due to lack of facilities, and the property had to wait until 2015 to comply with the conditions set in 1994. The connection fee for the mobile home park in 1994 would have amounted to

$2,250. In 1999, a 10,675 square foot building was construction and connected to the existing septic tank system the mobile homes were connected to, because sewer service was not available. The connection fee would amount to $2395.25 in 1999 for the industrial building. In 2001, a 4,500 square foot second industrial building was constructed. The connection fee would have amounted to $2,255 if sewer service was available at that time. In 2013 the City adopted a new sewer connection fee of $5,240 per connection. When approved, the requirement to connect to the sewer system would be considerably less than current fee adopted in 2013. The question should be addressed, what fee applies when a commitment was made years prior to the actual hookup? Effective August 2015, the monthly sewer user charges were implemented for the mobile home park and two industrial buildings, and billed accordingly. The sewer accounts is current.

RECOMMENDATION:

The commitment of a sewer connection to the three components was made to the property over an extended period of nineteen years, and there is an implied agreement between both parties for the sewer connection fee at the time approval was granted. The City increased the connection fees twice during that extended period while the property owner was waiting for sewer service. It would be appropriate to honor the connection fees that were in effect at the time of approval and subsequently require the owner to assume the current monthly sewer user charges. The following is a summary of the connection fee schedule.

A. Mobile Home Park: (1994) Connection fee effective 1994

3- 3 bedroom units @ $850.00/each	$ 2,550.00
2 -2 bedroom units @ $770.00/each	$ 1,540.00
2- 1 bedroom units @ $770.00/each	$ 1,540.00
Total	$5,630.00

10,650 S.F. Industrial Bldg.(1999)
One connection: $1800.00 + $275.00 + $320.25 = $2,395.25
4,500 S.F. Industrial Bldg. (2001)
One connection: $1800.00+$275.00 + $180.00 = $2,255.00
Total $10,280.25

When constructed, the 10,650 S.F. building had three tenants, which represents a $2,395.75 connection fee. Today, the building still has three tenants with the same number of toilets and lavatories. If we apply 3 connection fees to building "A", the connection fee would be $7,185.75,(See B below.)

B.

Mobile Home Park:	(7)	$5,630.00
Industrial Bldg. 1	(3)	$7,185.75
Industrial Bldg. 2	(1)	$2,255.00
	Total	$15,070.75

If the connection fee adopted in 2013 was applied, the connection fee would be as follows.

C. Connection Fees (Effective 2013) $5,240.00

Mobile Home Park 7@ $5,240.00	=	$36,680.00
Industrial Bldg. 1 (3)	=	$15,720.00
Industrial Bldg. 2	=	$ 5,240.00
Total		$ 57,640.00

If a development was to build a seven unit mobile home park and two industrial buildings today, they would incorporate the new connection fees and costs associated with the sewer services into their Financial Performa and make a determination of the feasibility of the project. Their financial loan package would incorporate the additional fees for sewer.

The difference between the two approaches show a significant amount based upon the extended period of waiting for sewer services. The City should encourage industrial development which has a direct correlation to employment opportunities and the creation of jobs. The City could justify the connection fees in effect at the time of approval and as outlined in "B" above.

1. Review the agreement and supporting documents.
2. Approve the agreement and authorize the Mayor to sign.

SANITARY SEWER CONNECTION AGREEMENT

AGREEMENT BETWEEN THE CITY OF SAN JUAN BAUTISTA AND GEORGE DIAS JR. FOR CONNECTION TO SANITARY SEWER SYSTEM FOR SEWER SERVICES TO THE PROPERTY SITUATED AT 1020 MISSION VINEYARD ROAD (APN 002-550-006).

THIS AGREEMENT, hereinafter referred to as "Agreement," is hereby entered into this _____ day of _____, 2015, by and between the City of San Juan Bautista, a municipal corporation of the State of California, hereinafter referred to as "City," and George Dias Jr., hereinafter referred to as "Customer," and collectively referred to as the "Parties to this agreement."

WITNESSETH

WHEREAS, "City" owns and operates a Sanitary Sewer Treatment Facility, sanitary sewer collection system, sanitary sewer lift station and other appurtenances necessary for the purpose of receiving, transmitting and treating sanitary sewer effluent from properties within the sewer service area of the system, and

WHEREAS, "Customer" owns property within the city limits and within the service area of the sewer system, is within 900 feet of the sanitary sewer collection facilities, and desires to connect to the sanitary sewer collection system to fulfill the obligations of the conditions of approval contained in Resolution No. 95-41, "Plan of Service," as described in Exhibit "A" of said Resolution.

NOW, THEREFORE, IT IS AGREED, that the "Parties," in consideration for the City providing sanitary sewer collection, lift station and treatment services to and for the benefit to the property situated at 1020 Mission Vineyard Road consisting of 2.06 acres (APN 002-550-006), agreed as follows;

SECTION 1. "City" agrees to operate and maintain sanitary sewer collection system, lift station and treatment facility for the mutual benefit of properties within the City.

SECTION 2. "Customer" agrees to pay to "City" three sanitary sewer connection fees in the amount of $_____ for sewer connections to the mobile home park, 10,675 square feet industrial/commercial building designated "A," and 4,500 square feet industrial building designated "B."

SECTION 3. "Customer" agrees to report to "City" any changes in the type of tenants, renters or lessees of industrial Buildings "A" and "B," that would affect the volume and strength of sanitary sewer effluent discharged into the sanitary

sewer collection system for the purposes of determining the monthly sanitary sewer use fees, based upon the strength and volume of discharge.

SECTION 4. "Customer" agrees to pay to "City" the monthly sewer user charges for each discharge unit as follows: the mobile home park with seven discharge units, Building "A" with three discharge units, and Building "B" with one discharge unit.

SECTION 5. This agreement shall remain in force or in effect unless amended. Either party may request in writing an amendment to this agreement due to a change in the number of tenants in each building or the volume and or strength of the sewer discharge. The amendment shall be approved by both parties to this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by the respective bodies or owners of said property to which this agreement is subject to, on the _____ day of _____, 2015.

CITY OF SAN JUAN BAUTISTA:

_____
Mayor Robert Lund

CUSTOMER:

_____
George Dias Jr.

CONTRACT

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

1. **DURATION OF CONTRACT.**

This contract shall commence on October 1, 2015 and terminate on September 30, 2016. It is anticipated that the contract will be renegotiated at the end of its term, unless sooner terminated as specified herein. Not withstanding the above, this contract shall be automatically renewed on October 1, 2016, and each October 1st thereafter, for two (2) successive one year terms, unless terminated pursuant to this contract.

2. **SCOPE OF SERVICES.**

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

3. **COMPENSATION FOR SERVICES.**

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

4. **GENERAL TERMS AND CONDITIONS.**

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

5. **INSURANCE LIMITS.**

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

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

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

6. **TERMINATION.**

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

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

[ ] There are no additional provisions to this contract.

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

8. **INFORMATION ABOUT CONTRACT ADMINISTRATORS.**

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

Contract Administrator for SJB:

Roger Grimsley
City Manager
311 Second Street
San Juan Bautista, CA 95045
(831) 623-4661 x14
(831) 623-4093 FAX

Contract Administrator for CONTRACTOR

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

APPROVED BY SJB:

~~Tony Boch~~ ROBERT LUND
Mayor, San Juan Bautista

Date: _____

APPROVED BY CONTRACTOR:

Ignacio Velazquez
Mayor, City of Hollister

Date: _____

APPROVED AS TO LEGAL FORM:

George Thatcher, City Attorney

APPROVED AS TO LEGAL FORM:

Bradley Sullivan, City Attorney

ATTEST:

Tom Graves, City Clerk

ATTACHMENT A
Scope of Services

A-1 OVERVIEW

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

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

A-2 OBJECTIVES

The parties define the following objectives to be met by City of Hollister in accordance with the terms of the agreement. The agreement also defines the objective to consolidate all fire services countywide in SJB.

- **ADMINISTRATIVE ACCOUNTABILITY**: The Fire Chief or his designee shall meet monthly with the Fire Advisory Committee, made up of two members of the SJB City Council, two members of the Board of Supervisors and two members of the Hollister City Council, to report on administration policies and fire issues ensuring SJB has input with regard to fire services provided and future goals of the Department. Quarterly the Fire Chief, or his/her designee, will make a presentation to the SJB City Council on subjects which may include, but not be limited to, status of training, staffing, costs, call times, etc.

  The Parties agree that all action requiring action by the City Council or the Board of the Supervisors shall be taken after due consideration is given to the recommendations of the Fire Advisory Committee on the proposed action. Thus, the Fire Advisory Committee shall have power to make recommendations on the direction of fire services (e.g. grants, station locations, executive staffing, etc.)

- **FINANCIAL**: Provide the level of service described in this agreement while operating the fire services in a cost effective and efficient manner.

- **MANAGEMENT**: Provide a coordinated management program in order to effectively serve the needs of SJB.

- **RESERVE FIREFIGHTERS**: Strengthen recruitment and retention of an effective force of reserve Fire Fighters through improved communications, working relationships, and benefits as determined by the City.

- **JURISDICTION**: Hollister Fire Department has jurisdiction within the boundaries of SJB and Hollister City limits.

- **FACILITIES**: Identify and recommend an effective inventory of fire facilities to serve SJB and the western portion of San Benito County, designated as area 4A and 4B on the adopted area first response map and meet the needs of the Department.

- **PRE-PLANNING AND FIRE INSPECTIONS**: Assist SJB Building Official and Planning with pre-planning and inspection services as they relate to the Fire Department and the requirements of Title 19 and Title 24 of the California Building Codes. Applications shall receive initial review and be processed within ten (10) business days.

- **VEHICLES & EQUIPMENT**: Hollister Fire Department will operate a comprehensive vehicle and equipment program addressing replacement, maintenance and future purchases.

- **FIRE PREVENTION**: Provide a comprehensive fire prevention program.

- **TRAINING**: Ensure that all personnel including Reserves are required to complete training requirements to carry out their duties and responsibilities and are afforded opportunities to develop skills and abilities beyond the minimum requirements of the Department.

- **FIRE SUPPRESSION**: Provide the highest level of structural fire suppression services within the resources available to the Department.

- **EMERGENCY MEDICAL SERVICES**: Provide pre-hospital emergency medical services as defined by Title 22 and adhere to local EMS policies, procedures, certifications or reporting requirements; and participate in EMS system stakeholders' meetings including but not limited to Base Station, Pre-Hospital Advisory, EMCC, and SCR911 Fire/EMS Task Force and User Meetings.

- **DISASTER PREPAREDNESS**: Ensure that the Department maintains the ability to respond to major emergencies and disasters through participation in local exercises and training that are consistent with the County Operational Area Plan.

A-3 PROPOSED STAFFING, TRAINING LEVELS & ORGANIZATIONAL CHART

Staffing levels, training levels, use of auto/mutual aid agreements, unless otherwise agreed to, in writing, by the parties to this Agreement, shall be comprised of paid full time fire professionals with a ranking of Fire Captain, Fire Engineer or Firefighter and one full time Fire Chief, two (2) Division Chiefs. City of Hollister will strive to retain 50 reserves.

Three fire shifts will provide no less than a 2 (two) person response to all incidents

A-4 RESPONSE

Fire Companies will be dispatched from SCR911 as directed by the Fire Chief to meet the needs of the incident and provide the resources required. SCR911 provides pre-event /incident planning for calls for

service and emergency medical dispatch. Fire Companies are assigned by the Chief to meet the need for each type of incident. Additional resources may be requested dependent upon the incident.

A-5 FIRE STATION

Fire Station #4, located at Second and Polk Streets, San Juan Bautista, California, is owned by SJB. SJB will maintain the facility and pay all costs for the electrical, telephone, internet and cable services. SJB will invoice Hollister for reimbursement of these costs on a quarterly basis for these services. SJB will provide the facilities including the structure, beds, furniture and fixed assets necessary to accommodate the staffing levels specified in this Agreement.

A-6 FIRE APPARATUS AND FIRE VEHICLES

SJB will provide Fire apparatus, fire vehicles and fire equipment and any San Benito County owned vehicles stationed at Fire Station No. 4. Hollister will provide preventive maintenance of all vehicles , equipment and apparatus provide for the execution of this Fire Protection agreement. SJB will maintain ownership and insurance coverage of the vehicles, equipment and structure listed in this agreement and invoice Hollister on a quarterly basis for the cost of SJB vehicle insurance. Hollister will maintain insurance coverage for all liabilities in accordance with California Vehicle Code Sections 17000, et seq. which may arise out of the operation of vehicles to execute this Fire Protection Agreement. Within 30 day of date of approval of both parties of this agreement, SJB will provide Fire Chief with a comprehensive list of all SJB-owned vehicles for use in firefighting vehicles, equipment and apparatus.

Before Hollister accepts the SJB-owned vehicles for use in firefighting activities, Hollister will review the maintenance records and provide an inspection for each vehicle. Hollister's acceptance of SJB's fire vehicles, equipment, or apparatus is conditioned upon Hollister's inspection and written acceptance.

For the purpose of performing the Fire Protection Services outlined in this agreement. Hollister shall:

a) Provide fuel, oil, lubrication, batteries, tires, brakes and tubes.

b) Repair, exchange, or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when vehicles were accepted by the CITY for operation.

c) Make such reasonable repairs to said vehicles (not including painting) as may be necessary to keep the vehicles in operating condition; provided, however, that CITY may cease to make further repairs on any vehicles when CITY determines that the repair costs during the period of this agreement shall exceed $10,000 for any one occurrence, or will exceed the market value of the vehicle. In this event, or if the CITY determines that a vehicle is not fit for further use because of obsolescence, deterioration, or damage, the CITY shall not be required to repair the vehicle or maintain it in use.

d) SJB, or SJB through its insurance company, shall pay to the City the cost of all accident repairs in excess of $2,000 per occurrence.

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

A-7 INVENTORY LIST

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

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

[ ] One month in arrears.
[ ] Upon the complete performance of the services specified in Attachment A.
[x] The basis specified in Paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

SJB shall pay to CONTRACTOR a total sum not to exceed One Hundred and Fifty Nine Thousand Dollars ($159,000.00) for the contract term of October 1, 2015 to September 30, 2016.

In the event that the successive one year terms are exercised, the compensation shall be as follows:

For the term of October 1, 2016 to September 30, 2017, SJB shall pay to CONTRACTOR a total sum of One Hundred and Sixty Three Thousand and Seven Hundred and Seventy Dollars ($163,770.00).

For the term of October 1, 2017 to September 30, 2018, SJB shall pay to CONTRACTOR a total sum of One Hundred and Sixty Eight Thousand and Six Hundred and Eighty three Dollars ($168,683.00)

During any annual renewal terms beginning October 1, 2018, the compensation shall be adjusted annually by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 3% in any given year. The inflator data for the CPI specified herein this paragraph is typically available in mid-January from the website: http://www.bls.gov/ro9/pachist.htm.

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

[ ] There are no additional terms of compensation.

[x] The following specific terms of compensation shall apply:

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

(b) All parties acknowledge that in the event of a major disaster, loss or need to replace a major piece of equipment, SJB shall be responsible to pay to City the cost of the replacement which may exceed the "not to exceed" amount in B-3 in the paragraph above, such purchases shall be subject to the review and approval of SJB City Council. In the case of SJB not approving the

replacement cost of SJB equipment, City shall be entitled to reduce the level of fire services commensurate with the SJB equipment no longer in operation.

END OF ATTACHMENT B.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. INDEPENDENT CONTRACTOR.

CITY and its officers and employees, in the performance of the contract, are independent contractors in relation to SJB and not officers or employees of SJB. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any employee of SJB. CITY shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CITY further represents to SJB that CITY has no expectation of receiving any benefits incidental to employment.

C-3. CONFLICT OF INTEREST.

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

C-4. COMPLIANCE WITH APPLICABLE LAWS.

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

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

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

C-6 NEGOTIATED CONTRACT.

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

C-7. SEVERABILITY.

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

C.8 ENTIRE CONTRACT.

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

C-9. TIME IS OF THE ESSENCE.

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

C-10. TERMINATION.

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

C-11. NOTICES.

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

(a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or

(b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

(c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 6 of this contract, provided that an original of such notice is

deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-12. RESPONSIBILITY OF CONTRACT ADMINSTRATORS.

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

C-13. MATERIALITY.

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

C-14. WAIVER.

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

C-15. AUTHORITY AND CAPACITY.

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

C-16. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators, and assigns of CITY. CITY and all of CITY's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-17. CUMULATION OF REMEDIES.

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

C-18. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants

that is has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultations.

C-19. NO RELIANCE ON REPRESENTATIONS.

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

C-20. COUNTERPARTS.

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

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

D-1 INDEMNIFICATION

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

D-2 AMENDMENTS

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

D-3 GRANT ADMINISTRATION

CITY will apply for grants on behalf of the CITY and SJB as it determines prudent in its sole discretion, and will administer all grants received. For grants for the purchase of equipment and supplies, the CITY shall apply those grants equitably between CITY and SJB equipment and vehicles, based on age and lifespan of current equipment and vehicles. CITY will provide SJB with information on all grants received and how the funds were expended.

D-4 WORKERS COMPENSATION

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

D-5 NO THIRD PARTY RIGHTS

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

D-6 FUTURE GROWTH

During the first year of the contract, the parties shall meet to develop a process to fund fire services related to future growth. These talks and discussions will be held with both parties to this agreement and the Fire Advisory Committee as well as any relevant group of Fire personnel. The SJB shall continue to explore the establishment of a Mello Roos or similar type of funding source for continued funding of fire services within new commercial or residential developments, which funding shall equal to or exceed the level that Hollister has established, if a fiscal study supports that amount, and/or in an amount as may be supported by the fiscal study. **Staffing changes at this station shall be approved by City of SJB if such changes will result in a change in the cost of the contract.**

D-7 MAXIMUM AMOUNT OF CONTRACT

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

D-8 EFFECTIVE DATE OF THE CONTRACT

The parties expect that this contract will take effect on October 1, 2015.

D-9 OTHER

SJB and the City will continue to evaluate the feasibility of the formation of a JPA or special district for fire protection services.

END OF ATTACHMENT D

FIRE PROTECTION ADVISORY COMMITTEE

BYLAWS

ARTICLE – THE COMMITTEE

Section 1. Name: The name of this body is the "Fire Protection Advisory Committee".

Section 2. Composition: The Fire Protection Advisory Committee shall be composed of six (6) members. Two (2) shall be members of the City of Hollister, City Council, two (2) shall be members of the San Benito County Board of Supervisors, and two (2) shall be from the City of San Juan Bautista, City Council, with each agency having an alternate.

Section 3. Term of Office: The term of office of the members of the Fire Protection Advisory Committee appointed by their respective bodies shall be the same as the term of the appointing Governing Board. Any vacancy in the membership of the Fire Protection Advisory Committee shall be filled for the unexpired term using the same nomination and approval process as the original appointment.

Section 3.5 Removal from Office: Each Committee member shall serve at the pleasure of the Governing Board who appointed them, and the Committee Member may be removed at any time, with or without cause by their respective Board.

Section 4. Duties of Committee:

a. Act as an advisory agency to their respective Board on all inter-agency matters; communicate written and oral recommendations directly to the Council/Board member who appointed them.

b. Study and consider long range plans for the development and improvement for the County of San Benito.

c. Study and recommend on matters relating to the present and future need for services to be rendered to the general public for Fire Protection Services.

d. Advise respective Boards on how to spend any revenue generated from cost recovery activities.

ARTICLE II-OFFICERS

Section 1.1 Titles: The officers of this Committee are Chairperson, Vice-Chairperson, and Executive Secretary.

Section 1.3 Chairperson: The Chairperson will preside at meetings of the Committee.

Section 1.5 Vice-Chairperson: In the absence of the Chairperson, the Vice-Chairperson will preside at meetings of the Committee. In the absence of both the Chairperson and the Vice-Chairperson, if enough committee members are present to constitute a quorum (4), the members present shall designate an Acting Chairperson for the meeting.

Section 1.7 Communication with Staff: Committee members are encouraged to communicate directly with the Fire Chief regarding ideas, future plans, current activities, and problems. All requests requiring utilization of staff time must be approved by the City Manager.

Section 1.9 Executive Secretary: The Fire Chief is the Executive Secretary of the Committee and will carry out the administrative details of the Committee, including keeping the records of Committee meetings, acting as Secretary at all meetings of the Committee, recording all votes, preparing the agenda and minutes of Committee meetings, serving as technical advisor to the Committee, and at the direction of the City Manager, providing necessary research and fact finding services.

Section 2. Election of Officers: Annually, at the regularly scheduled February meeting, the Committee will elect from among its members, a Chairperson and Vice-Chairperson to serve for a term of one year. These positions are limited to two consecutive terms of office.

Section 2.5 Vacancy of Chairperson or Vice Chairperson: If the office of Chairperson or Vice-Chairperson becomes vacant, the Committee will elect a successor from its membership at the next regular meeting, and such election will be for the unexpired term of office.

ARTICLE III-MEETINGS

Section 1. Meeting Time and Place: Regular Fire Service Committee meetings are held monthly at 8:30 a.m., on the first Thursday of the month in the City Council Chambers of City Hall, 375 Fifth Street, Hollister, California.

Section 1.3 Alternate Meeting Times: Alternate meeting times and places are acceptable as long as public notice is given in accordance with the provisions of the Brown Act and other applicable laws.

Section 1.5 Meeting Cancellation: Meetings shall be cancelled if there is not sufficient business to discuss or if a quorum of the Committee cannot be present at the meeting.

Section 2. Special Meetings: Subject to the provisions of the Brown Act and other applicable laws, special meetings may be held. Only those matters listed in the notice of special meetings may be discussed at the meeting.

Section 3. Quorum: Four (4) Committee members constitute a quorum for the transaction of business. Action shall require a simple majority vote of those present who are not excluded from voting.

Section 4. Order of Business: At the regular meetings of the Committee, business will be conducted in the following order:

a. Call to Order

b. Pledge of Allegiance

c. Roll call

d. Verification of Agenda Posting

e. Approval of Minutes

f. Public Input

g. Reports

h. Old Business

i. New Business

j. Setting of Next Regular Meeting Date

k. Adjournment

All official actions shall be entered in the minutes of each meeting as action minutes, said minutes to be prepared by the Secretary and shall be approved by the Committee at the next regular meeting.

Section 5. Manner of Voting: Voting on matters coming before the Committee will be by voice vote unless a roll call vote is requested by a Committee member or the Executive Secretary.

Section 6. Rules of Order: Robert's Rules of Order will govern those aspects of Committee proceedings not specifically provided by these bylaws, the Brown Act or any other applicable state or local law.

Section 7. Setting of Agenda Items: Committee Members may submit items to be placed on the agenda. Requests must be given to the Executive Secretary ten (10) business days prior to the meeting date.

Section 7.5 Public Input: Any person wishing to speak on matters within a subject matter jurisdiction of the Committee must fill out a speaker's card prior to addressing the Committee.

Section 8. Agenda: An agenda will be prepared by the Executive Secretary and will be adhered to with the exception that items may be taken out of order for the convenience of those in attendance. The agenda will be posted and distributed to interested parties at least 72 hours in advance of all regular Committee meetings.

The Fire Protection Advisory Committee will operate its meeting pursuant to the Ralph M. Brown Act, Government Code 54950 et seq., and 54954.2 (b) (1) and (2) Agenda requirements; Regular meetings (b) notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item. (1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5. (2) Upon a determination by a two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

ARTICLE IV-AMENDMENTS TO BYLAWS

Section 1. Procedure: The bylaws may be amended by the Committee with such request approved by a majority of the Committee at a regular or special meeting provided that written notice of such amendment was given to Committee at least three (3) days prior to the meeting. A proposed bylaw amendment shall be introduced at one meeting and voted on at a subsequent meeting.

City of San Juan Bautista

To: Mayor and City Council

CC: Roger Grimsley, City Manager

From: Michelle Martinez, Finance Administrative Clerk

Re: San Juan Bautista – Community Center

Recommendation

Charge cancellation admin fee, change days allotted to cancel event, change amount of security guards needed.

Issues/Discussion Items

- Currently cancellation policy allows within 30 days, but that is not enough time to get into a new rental agreement.
- Currently no cancellation fee. In event of cancellation the City loses another opportunity.
- It was brought to my attention by a security company suggesting we change our security policy from two security guards to three, particularly for quinceañeras, security are finding it challenging to keep track of one hundred kids with one guard.

Propose

- Change cancellation notification date from 30 days to 90 days.
- Charge a mandatory cancellation fee of $50.00. This will at least recoup staff due to cancellation (filing, getting approval from City Manager, cutting a refund check)
- Adding an additional guard will cover both the front and back doors along with the bar and parking area. Preventing any underage drinking and adults who become inebriated.

Fiscal Impact

- Cancellation fee will cover staff time.

Staff Report

To:	City of San Juan Bautista	
From:	Veronica Lezama, Transportation Planner	Tel. (831) 637-7665 Ext. 204
Date:	October 20, 2015	
Subject:	**State Route 156 Multimodal Enhancement Study**	

Recommendation:

ARROVE a Letter of Support for the Application of a Department of Transportation Fiscal Year 2016/2017 Sustainable Transportation Planning Grant Under the Category of Strategic Partnerships to Prepare a State Route 156 Multimodal Enhancement Study.

Summary:

The Department of Transportation (Caltrans) issued a "Call for Projects" for its Fiscal Year 2016/2017 Sustainable Transportation Planning Grant Program. COG staff is requesting Board approval to apply for a grant to fund the State Route 156 Multimodal Enhancement Study.

Financial Impact:

There is approximately $9.8 million in federal and state funds available statewide for Sustainable Transportation Planning Grants. If approved, COG staff would apply for a grant in the Strategic Partnerships category. The maximum grant awards range under this category is from $100,000 to $500,000. COG proposes to apply for $100,000 to fund this study, which requires a 20% local match. The local match, $20,000, will be provided by COG.

Background:

The objective of the Strategic Partnerships category is to achieve the Caltrans mission and grant program's overarching objectives to; encourage regional agencies to partner with Caltrans to identify and address statewide/interregional transportation deficiencies in the state highway system; strengthen government-to-government relationships; and, result in programmed system improvements.

The San Benito Route 156 Improvement Project will construct a new four-lane facility between Union Road and the Alameda. The existing route will become a frontage road providing access to properties between Mitchell Road and Mission Vineyard Road. The Alameda and Monterey Street intersection is outside of the study area for the San Benito Route 156 Improvement Project.

In 2014, the City of San Juan Bautista requested a study of the State Route 156 at its intersection with The Alameda and Monterey Street. Staff reviewed the request with the COG Board and received input from Caltrans on an approach to project development in the area. Potential improvements that were cited at the COG Board meeting of December 2014 included slowing traffic at the approach to The

Alameda, pedestrian improvements to intersection at The Alameda, and Gateway feature improvements at the Monterey Street intersection. Based on this feedback, COG staff proposes to apply for a grant that will include the following initial scope of work:

Staff Analysis:

Council of San Benito County Governments staff is soliciting a letter of support from the San Juan Bautista City Council in support of the application of the State Route 156 Multimodal Enhancement Study. The key components of the study will include the following conceptual design goals:

1. **Conceptual Design Study:**
    a. Improve access and circulation at SR 156 and The Alameda Intersection.
    b. Improve access to and from San Juan Bautista at SR 156 and Monterey Street.
    c. Improve circulation and access for bicyclists and pedestrians traveling north/south of The Alameda, including *Safe Routes* to San Juan School.
    d. Improve connectivity and access to the De Anza Trail from The Alameda.
    e. Improve bicycle connectivity on the existing SR 156 from Hollister to San Juan Bautista once it is relinquished to the County of San Benito.

2. **Public Outreach:**
    a. Establishing a working group of local and state agencies (San Juan Bautista, County of San Benito, and Caltrans) during key point of the project development.
    b. Public outreach, including members of the public and stakeholders (e.g. Strategic Growth Council of San Juan Bautista).
    c. Public workshops.

3. **Other:**
    a. Analyze projected traffic volumes, accident data, etc.
    a. Conduct bicycle and pedestrian counts at SR 15 and The Alameda.
    b. Signage Program

If the Strategic Partnerships grant application is awarded, COG staff will develop a detailed scope of work for the proposed planning study, with the focus to be local circulation in the study area. Grant applications are due to Caltrans on October 30, 2015.

Enclosure: Letter of Support

September 25, 2015

Melissa Streder, Associate Transportation Planner
California Department of Transportation (Caltrans)
50 Higuera Street
San Luis Obispo, CA 93401-5415

RE: **Letter of Support for the State Route 156 Multimodal Enhancement Study**

Dear Ms. Streder:

The City of San Juan Bautista would like to extend its support for the Council of San Benito County Governments' grant application for a State Route 156 Multimodal Enhancement Study. The City of San Juan Bautista is especially looking forward to working with COG and Caltrans in a comprehensive public engagement process involving a variety of stakeholders.

The State Route 156 Multimodal Enhancement Study will greatly enhance the overall transportation experience for users of all transportation modes which is a central goal. Particular attention will be paid to connectivity improvements for pedestrian and bicyclist crossing State Route 156. This link will provide critical multi-modal transportation access to local schools and the central historical heart of the City of San Juan Bautista.

Funding the State Route 156 Multimodal Enhancement Study will encourage regional agencies to partner with and to identify potential transportation deficiencies on Highway 156 and strengthen government-to-government relationships, which may result in system improvements.

Again, we support the COG's application for a Strategic Partnerships grant through Caltrans and look forward to collaborating on the project.

Sincerely,

Mayor Robert Lund
Chair

CITY OF SAN JUAN BAUTISTA

CITY COUNCIL STAFF REPORT

DATE: October 20, 2015

SUBJECT: **AMBAG Regional Orthophotography Project**

DISSCUSSION: AMBAG (Association of Monterey Bay Governments) has proposed to include the City of San Juan Bautista in AMBAG's 2015 Regional Orthophotography Project. This project is based on getting aerial images of the city. The cost for participating in the Regional Orthophotography Project is estimated to not exceed $1000 as a one-time cost determined by AMBAG. The final cost will be dependent upon final negotiations with other interested agencies such as San Benito COG, County of San Benito, and possibly Cal-Trans. The City will share costs with the mentioned agencies that choose to participate in the Regional Orthophotography Project. The imagery obtained from the project can be integrated into to GIS system as a layer. Training for staff including required software if necessary is part of member services AMBAG will provide including technical help starting with 10 free hours of assistance for each year. Currently the City pays the San Benito County GIS Department for maps and images through a yearly contract with the County.

RECOMMENDATION: Staff recommends that City Council makes a decision on the City's participation for AMBAG's 2015 Regional Orthophotography Project.

Roger Grimsley

From: cityplanning@san-juan-bautista.ca.us
Sent: Thursday, October 15, 2015 9:36 AM
To: 'Gina Schmidt'
Cc: Trish Paetz; citymanager@san-juan-bautista.ca.us
Subject: RE: draft MOU- Regional Ortho Project

Good Morning Gina,

I was wondering if a cost was determined for the Regional Ortho Project that the city of San Juan Bautista was asked to participate in? Our City Council meeting is next Tuesday October 20th, and we would like City Council to make the determination as to whether or not to participate in the Regional Ortho Project. Their decision is pending on cost. If we can please get the cost information we would greatly appreciate it!

Thank you,

Rudy Luquin - SJB
831.623.4661 x11
Fax: 623.4093

From: Gina Schmidt [mailto:gschmidt@ambag.org]
Sent: Monday, August 10, 2015 5:48 PM
To: cityplanning@san-juan-bautista.ca.us; cityclerk@san-juan-bautista.ca.us; citymanager@san-juan-bautista.ca.us
Subject: draft MOU- Regional Ortho Project

Greetings City Manager,

We have revised the standard ortho MOU. AMBAG Board Member, Council Member Chris Martorana authorized me to include City of Hollister as a potential participant due to the very minimal cost, as well as previous communication with planning staff that indicated interest in the project. I met Rudy Luquin last week at SBtCOG Technical Advisory Committee meeting and mentioned that this was underway.

Please see attached draft for City of San Juan Bautista. Can you take a look at the draft of the agreement for the ortho? Also please check your contact info/address. Who will be the project manager and be signing the agreement? The price is still TBD as the negotiations are still in the works. This will be going to the AMBAG Board for approval to proceed with MOU's on August 12. If changes need to be made, I can make them up until final signing the week of August 17th.

Also, I will be following with finalizing your area of interest this week. It will include a draft map of your project boundary. Also, we need to finalize the items requested for the deliverable: mosaic imagery (& format), and if any additional products were requested.

Thank you,

Gina Schmidt
GIS Coordinator
Association of Monterey Bay Area Governments (AMBAG)
P.O Box 809, Marina, CA 93933
Direct Line: 831-264-5098
General: 831-883-3750 Ext. 321
Fax: 831-883-3755

MEMORANDUM OF UNDERSTANDING BETWEEN THE
ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS
AND THE CITY OF SAN JUAN BAUTISTA

2015 REGIONAL ORTHOPHOTOGRAPHY PROJECT

THIS AGREEMENT is entered into this 12th day of August, 2015, by and between the ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (hereinafter referred to as "AMBAG") and the CITY OF SAN JUAN BAUTISTA (hereinafter referred to as "SAN JUAN BAUTISTA").

W I T N E S S E T H

WHEREAS, AMBAG has entered into a technical services contract dated August 12th , 2015, with Pictometry International Corporation (hereinafter referred to as Pictometry), a technical contractor, to provide technical and professional services related to orthophotography of the Monterey Bay region. A copy of the exhibits from the AMBAG/Pictometry contract are attached hereto, labeled Attachment "A", and incorporated herein by this reference; and

WHEREAS, SAN JUAN BAUTISTA wishes to obtain orthoimagery (hereinafter referred to as "IMAGERY") for use by SAN JUAN BAUTISTA in its operations.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

A. AMBAG shall provide SAN JUAN BAUTISTA at SAN JUAN BAUTISTA'S request any and all products developed by PICTOMETRY as defined in Exhibit "I" related to orthophotography of the Monterey Bay region.

B. Acceptance standards and product specifications will be adhered to as set forth in Attachment A.

C. AMBAG makes no warranties as to accuracy or fitness for use and takes absolutely no responsibility for the function or defective nature of IMAGERY. SAN JUAN BAUTISTA'S payments and other obligations under this Agreement shall in no way be diminished on account or of in any way related to the above said IMAGERY.

2. COMPENSATION

A. Upon execution of this Agreement SAN JUAN BAUTISTA shall pay to AMBAG the total cost as set forth in Exhibit "II" attached hereto and incorporated herein by this reference.

B. In the event AMBAG receives funding from any other jurisdiction for materials requested by SAN JUAN BAUTISTA, AMBAG shall, in AMBAG'S sole discretion, reimburse SAN JUAN BAUTISTA it's pro-rata share for the use of the IMAGERY, if any there be.

3. TERM OF AGREEMENT

A. The term of this agreement shall be from August 12, 2015 to June 30, 2016, unless otherwise extended by mutual consent.

4. TERMINATION OF AGREEMENT

A. The right is reserved by AMBAG or SAN JUAN BAUTISTA to terminate or suspend this Agreement with or without cause at any time by giving ten (10) days written notice to the other party.

5. NOTICES

A. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

AMBAG:
Gina Schmidt
GIS Coordinator
ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS
P.O. Box 809
Marina, CA 93933-0809

SAN JUAN BAUTISTA:
Roger Grimsley
City Manager
CITY OF SAN JUAN BAUTISTA
P.O. Box 1420
SAN JUAN BAUTISTA, CA 95045

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, SAN JUAN BAUTISTA or AMBAG, to whom it is directed; or in lieu of such personal services, when deposited in the United States mail, first class, postage prepaid, addressed to SAN JUAN BAUTISTA or to AMBAG at the addresses set forth above (until notice of a different address is given to the parties pursuant to the next paragraph).

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

6. INDEMNIFICATION/DEFEND/HOLD HARMLESS

A. SAN JUAN BAUTISTA agrees to indemnify, protect, defend and name AMBAG, its public officials, officers and employees as additional insured and hold harmless from any loss, damage or liability arising directly from any negligent act or omission by SAN JUAN BAUTISTA. SAN JUAN BAUTISTA shall not be responsible for any loss, damage or liability arising from any act or omission by the AMBAG, its agents, staff, other consultants, independent contractors, third parties or others working on the project that have not been hired by SAN JUAN BAUTISTA and over which SAN JUAN BAUTISTA has no supervision or control.

Narrow down to this contract only.

7. ATTORNEY'S FEES AND COURT VENUE

A. Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

8. INTERPRETATION

A. In the event of a conflict between the provisions of this Agreement, the Agreement together with its attachments shall take precedence. Notwithstanding the fact that one or more provisions of this Agreement may have been drafted by one of the parties to this Agreement, such provisions shall be interpreted as though they were a product of a joint drafting effort and no provisions shall be interpreted against a party on the grounds that said party was solely or primarily responsible for drafting the language to be interpreted.

9. SOLE AND ONLY AGREEMENT; MODIFICATION

A. This Agreement constitutes the sole and only agreement between the parties hereto relating to the work described under this Agreement, and correctly sets forth the rights, duties and modification of each to the other as of its date. Any prior agreement, negotiation, or representation not expressly set forth in this Agreement are of not force and effect. Any modification of this Agreement must be in writing and delivered pursuant to the terms of item 5 of this Agreement.

10. THIRD PARTY BENEFICIARIES

A. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

11. SEVERABILITY

A. If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

AMBAG	**SAN JUAN BAUTISTA**
By: _____	By: _____
Title: _____	Title: _____

Exhibit II
APPENDIX

SAN JUAN BAUTISTA

Cost of Area as Defined in Exhibit I

Cost of Tiles:	$	TBD
Cost of QA/QC (10%)		TBD
*Administration AMBAG (10%)	$	TBD
Total Cost:	$	TBD

*Includes:
Contract Administration
Project administration & oversight
Vendor liaison & management
Reporting to participants
Approval of payments to vendor

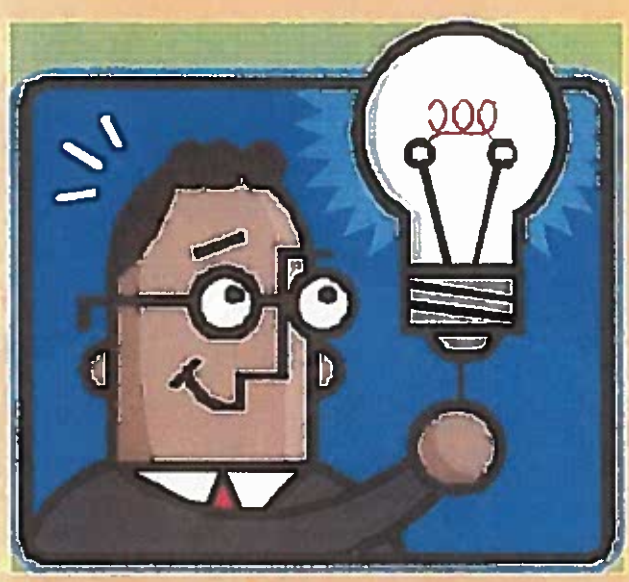
Applications Accepted by the Following Priority:

Shut-off * 48hr * Seniors 62+ * Special Needs

REGULAR bills are only accepted Monday – Thursday from 8am-12pm

48Hour & Shut-Off Notice are accepted Monday – Friday from 1-4pm ONLY

PG&E or Propane Utility Assistance



The Health & Human Services Agency Department of Community Services & Workforce Development has funding available for PG&E or Propane utility assistance. You will need to fill out a new application, even if you have been assisted in 2010 & 2011 and provide the required documentation.

Applications WILL NOT be accepted with missing documentation:

1. Photo ID for ALL adults.
2. Social Security Cards for ALL members of the household.
3. PG&E bill (all pages) or an "Account Information Form" from PG&E.
4. Proof of Income for everyone in the home in the past 30 days (Wages, TANF, SSI, SSP) *Any and all type of income into the home.*
5. Proof of Citizenship for the person signing the application. (Birth Certificate, Pass Port, or Mica/Resident Card)

Application

available at www.wix.com/sbccab/cab

Household Size	Monthly Income not to Exceed
1	$2072.28
2	$2709.91
3	$3347.54
4	$3985.16
5	$4622.79
6	$5460.42
7	$5379.97
8	$5499.53
9	$5619.08
10	$5738.64
11	$5858.19
12	$5977.75
13	$6097.30
14	$6216.87
15	$6336.42

El Departamento de Servicios Comunitarios y Desarrollo de Trabajadores de la Agencia de Salud y Servicios Humanos, tiene fondos disponibles para asistencia con el recibo de luz y gas (PG&E) y propane. Debe llenar una nueva aplicación, aunque lo haya hecho en el 2010 & 2011, y también debe proveer la documentación requerida.

NO SE ACEPTAN APLICACIÓNES SIN LOS DOCUMENTOS REQUERIDOS.

1. Identificación con foto para todos los adultos en casa 18 años o mayor.
2. Targetas de Suguro Social de todos en el hogar.
3. La Factura de su luz o una copia departe de la oficina de la luz.
4. Prueba de ingreso para todos en la familia (empleo, TANF, SSI, SSP) por los ultimos 30 dias. *Todo tipo de ingreso al hogar.*
5. Prueba de ciudadania (actas de nacimiento, pasaports, o MICA).

Community Services & Workforce Development
1111 San Felipe Road, Ste 108
Hollister, CA 95023
Call (831) 637-9293 for more info

updated 10 17 2011

Drought Water Assistance Program

Available beginning April 1, 2015

to San Benito County residents. We can also assist if water is included in rent.

Documentation needed:

Income Verification for the past 30 days from all members of your household.

Photo I.D. for all the adults (18+) in the household.

- Recent Water Bill or Included In Rent Statement filled out by your landlord

www.sbccab.wix.com/cab1

No appointment necesary

No applications accepted after 4pm

CSBG 2015 Income Guidelines

# Persons in Household	Monthly Income
1	$ 980.83
2	$1,327.50
3	$1,674.16
4	$2,020.83
5	$2,367.50
6	$2,714.16
7	$3,060.83
8	$3,407.50

Community Services & Workforce Development
1111 San Felipe Road, Ste 108, Hollister, CA 95023
(831) 637-9293

APPLICATION FOR DISCOUNT ON SEWER BILL
(*PER CITY COUNCIL RES.#2006-157)

IN ORDER TO QUALIFY FOR THE 25% DISCOUNT ON THE SEWER PORTION OF YOUR UTILITY BILL, YOU MUST MEET THE FOLLOWING CRITERIA:

1. PROVIDE PROOF OF EITHER ***TELEPHONE SERVICE WITH THE UNIVERSAL LIFELINE TELEPHONE SERVICE RATE***

OR-

PROVIDE ***PROOF OF GAS/ELECTRIC SERVICE UNDER THE CALIFORNIA ALTERNATE RATE FOR ENERGY***

********** **AND**********

2. **BE AT LEAST *62* YEARS OF AGE**

Please fill out the information below and attach a copy of your telephone or energy bill and copy of your driver's license; showing the above information in order to apply for this discount.

Please mail or return to: City Hall
Water/Sewer Program-Finance Div.
375 Fifth St.
Hollister, CA 95023

Name: _____

Address: _____

_____

Phone #: _____

City of Hollister Acct.#: _____